The Solicitors' Journal.

LONDON, JULY 26, 1862.

THE BANKRUPTCY ACT OF 1861 continues to contribute more than a legitimate *quota* to the business of the Court of Appeal at Lincoln's-inn. We give elsewhere to-day a report of an elaborate judgment by the Lord Chancellor, upon a question which has given rise to considerable difference of opinion, not only amongst the Commissioners, but even in the Court of Appeal. One of the principal changes made in the law and practice of bankruptcy by the Act of last session was the abolition of the old system of classified certificates, and the substitution of a new method of investigating and pronouncing upon the conduct of bankrupts. The Act provides that "in every case where the discharge of a bankrupt shall be suspended, such discharge, when allowed, shall simply state the period for which it was suspended, and the reasons for such suspension; and if the bankrupt shall have been sentenced to imprisonment by any Court under the provisions of this Act, the discharge shall also set forth the fact of such sentence, and the period of such imprisonment." The intention of the Legislature, acting upon the suggestions of various mercantile bodies, was to let the facts speak for themselves, enabling the public afterwards to form a judgment for itself upon a knowledge of these facts, and so as not to be compelled to adopt the opinions of the Commissioners, as they might be inferred from the very uncertain and variable classification of bankrupt certificates. It was justly a complaint that the Commissioners proceeded upon no settled principles in awarding certificates, and that there ought to be definite rules for governing the investigation into the bankrupt's conduct, and for determining his demerit. The Legislature accordingly, in the 159th section of the Act, prescribes certain rules which are to be observed in granting "orders of discharge." In the case of *Re Mew and Thorne*, which will be found reported elsewhere in our columns to-day, the question was in short whether the Commissioners, notwithstanding the abolition of classified certificates, had still a discretionary power of inquiring generally into the conduct of a bankrupt, upon his applying for an order of discharge, or whether the scope of the investigation was limited, and its method rigidly determined, by the provisions of the 159th section of the Act. The statute itself is of course anything but explicit upon the point, and therefore it is not surprising that the Lords Justices, in attempting to put a construction upon it, should have arrived at opposite conclusions. Lord Justice Turner considered that the Commissioners retained under the Act jurisdiction to inquire generally into the bankrupt's conduct. Lord Justice Knight Bruce, however, arrived at a contrary conclusion. His Lordship was of opinion that where the conduct of a bankrupt did not amount to a misdemeanour and he had not been guilty of any of the offences specified in the 159th section, the Commissioners had no power to refuse or suspend the order of discharge; and therefore they had no jurisdiction to inquire into the general misconduct of the bankrupt. The question having been carried before the Lord Chancellor, his Lordship has delivered a very elaborate and lucid judgment, in which he expresses his agreement with Lord Justice Knight Bruce. His Lordship had no hesitation in saying that "all general discretionary power of refusing or suspending an order of discharge was taken away from the Commissioners, and such power was made to depend upon the Court arriving at the conclusion from the evidence that the bankrupt had been guilty of one of the offences enumerated in the section."

The Judge Ordinary has also had, during the past week, to turn his attention to the provisions of the Bankruptcy Act of 1861. The question raised in the Court of Divorce, was, whether the "order of discharge" in Bankruptcy operates as a release from liability to pay arrears of alimony, which had become payable under a decree of Sir C. Cresswell, and it was held in the affirmative in two cases. In both the question was confined to *arrears*. What the decision would have been if it involved future payments does not appear.

IT NOW SEEMS PROBABLE that the Session of 1862 will contribute another Consolidation Act to our joint stock companies law. For some years until 1859 every session produced a *Companies'* Act, and the consequence has been such a conflict of clauses, and such general uncertainty in the law, that there was hardly a single point in it which any lawyer could venture to accept as unquestionable. The bill now before Parliament, we believe, purports to be a consolidation of all these statutes. It does not yet appear to be quite certain of passing, although there is little doubt that it will pass. If it becomes an Act we shall take an early opportunity of giving some account of it.

A MEMORIAL HAS BEEN ADDRESSED TO LORD WESTBURY upon the subject of the recent Bankruptcy Orders, as to the removal of the office of the Registrar of Deeds in Bankruptcy to Quality-court, Chancery-lane. It is signed by upwards of thirty of the principal firms of solicitors in the city. Amongst the signatures appended to the memorial are those of Messrs. Freshfield, Messrs. Crowder & Maynard, Messrs. Linklater & Hackwood, Messrs. Lawrance, Plews, & Boyer, Messrs. Sole, Turner, & Turner, and others, most of them extensively engaged in bankruptcy business. It was presented by Mr. Murray, M.P. for Newcastle-on-Tyne. The memorial states—

"2. That such contemplated removal will cause considerable delay and confusion, as well as inconvenience, and to a great extent diminish the usefulness of the Bankruptcy Act, 1861.

"3. That upon application for summonses, or with reference to the many important questions that constantly occur under such deeds, it is necessary that ready access should be had to the papers filed with the registrar, and the contemplated removal would necessitate the frequent transmission between Basinghall-street and Quality-court of the papers so filed.

"4. That inasmuch as the Chief Registrar of the Court, who alone can sign certificates of protection to debtors, will have, in consequence of his duties, to remain in Basinghall-street, very considerable delay and inconvenience would arise when parties are referred by the officials at Quality-court to the Chief Registrar at Basinghall-street on all points of doubt or difficulty.

"5. That at the present time the registration of deeds is conducted most conveniently and satisfactorily to all parties concerned, and for this reason, and for the reasons herein set forth, your memorialists humbly request that your Lordship will be pleased to continue such office for the registration of deeds at Basinghall-street, and not to remove the same to Quality-court, as contemplated."

Upon the subject of the removal, a writer in a morning journal says,—"Nothing more conclusive than this could be urged against the proposed change. Solicitors are more than any body of men qualified to give an opinion on this matter. The names quoted are those of men especially qualified as solicitors to speak on any question of bankruptcy business. It can hardly be doubted that Lord Westbury will give way now that the inconveniences of the change have been so clearly pointed out to him. For these gentlemen do not speak without knowledge or experience. It was only under Lord Brougham's Act of 1832 that all meetings in chambers were abolished, and all the public and private bankruptcy business transacted at Basinghall-street,

with the exception of the issuing of fiats, which were signed by the Lord Chancellor and issued at the office of the Secretary of Bankruptcy. It was later still, in the year 1842, when the whole of the proceedings in bankruptcy were transferred to Basinghall-street. But prior to this date solicitors had the trouble of going to Quality-court, and great delay and loss to creditors were occasioned in consequence of the signature of the Lord Chancellor being required, sometimes three or four days elapsing before his signature could be procured and the fiat issued. Why, in the face of this experience of the inexpediency of separating the business of the Court of Bankruptcy, and in defiance of the legislation of the last thirty years, we should now go back to Quality-court, is inexplicable. Certainly neither the creditors nor the public will derive any benefit from the change.

"It is rumoured that in consequence of the increase of business there are other and more extensive changes in prospect, if not in design, and that before many months are over we may see the business of the Insolvency Court once more transacted in Portugal-street. There would be nothing extraordinary in this. It would be quite in accordance with the past history of bankruptcy legislation. For, in November, 1847, a large portion of the insolvent business was removed from Portugal-street to Basinghall-street, and a corresponding increase of salaries granted to the officials of the latter court; in 1848 all insolvent business was taken back to the Insolvency Court, the lucky officials retaining their salary; in 1861 the Insolvency Court is abolished, and its business once more brought back to Basinghall-street, with a futher increase of salaries to a fortunate class of officials. Where there is so much contradiction and cross-purpose it is impossible to predict what may happen; but it may be expected that the year 1863 or 1864 will witness the return of the insolvency business to Portugal-street.

"The reason given for the transfer is the confusion arising out of the great increase of business, and the inconvenience to suitors arising out of the difficulty of gaining access to the papers filed by the registrar. It is about as logical as if a solicitor's firm, with an extensive bankruptcy practice, announced its intention, in consequence of its increasing business, to remove its offices to Parliament-street. The High Court of Bankruptcy is a commercial court of law. As such its place is in the City; and the central position in which it now stands was carefully chosen. Round it, as a natural consequence, are grouped all those firms whose business lies principally with that court, solicitors, accountants, brokers. Within easy distance are the merchants and traders of London, who, great and small, are chiefly interested in its proceedings. The convenience, the obvious necessity of making the great commercial tribunal accessible to the trading world, induced the originators of the High Court of Bankruptcy to change the locality from Chancery-lane and Southampton-buildings thirty years ago. And now it is proposed to go back to the old system. Having gone to considerable expense in constructing a palace of justice, and still greater expense in providing a corps of officials to match—having consolidated our statutes, and concentrated our offices for the public convenience—we are now, if the Lord Chancellor adheres to his proposal, to pull down the edifice it cost us so much to reconstruct, to begin by removing the office for the registration of deeds, bye and bye, doubtless, to hold private hearings, and rent fresh chambers in the favoured neighbourhood of Quality-court. But why Quality-court? If the convenience of suitors, or bankrupts and bankruptcy lawyers, is to be consulted, there are plenty of sites more eligible in the vicinity of Basinghall-street; and it is no wonder that the opinion is gaining ground that this is only the thin end of the wedge, and that little by little the whole business of the court is to be brought back westward."

THE BILL TO AMEND THE LAW OF JUDGMENTS has been withdrawn. Petitions in favour of the bill were presented to the House of Commons by the Yorkshire and Liverpool Law Societies, and the solicitors of Chester. The Metropolitan and Provincial Law Association presented a petition to that House against it, and although the measure has not been pressed against the opposition which it elicited, we give at length the reasons adduced by the petitioners, as it is not improbable that an attempt will be made next session to introduce a similar bill. The petition is as follows:—

That your petitioners have considered the important alteration in the law of debtor and creditor proposed by a bill now before your honourable House, entitled, "A Bill to amend the Law relating to Judgments, Executions, Statutes, Recognizances, and Lites Pendentes," and are of opinion that such change, if sanctioned by Parliament, would very prejudicially affect the rights of creditors, by depriving them, in many cases, of the security on which they have advanced their money, and in still more of the only chance left them of recovering their debts.

That by Lord St. Leonards' Bill of 1860, now "The Act to Further Amend the Law of Property," it was at first proposed that no judgment should affect any land as to a *bonâ fide* purchaser for valuable consideration or a mortgagee until execution should be issued and registered, and then only if such execution was executed and put in force within three calendar months from the time when it was registered, but words were added by your honourable House to prevent the clause from having a retrospective effect.

That the present bill proposed to overrule the decision then come to by your honourable House, and to provide that no future judgment shall affect land as to a *bonâ fide* purchaser for valuable consideration or a mortgagee, and that no existing judgment shall have any such effect after the expiration of three years, and only differs from Lord St. Leonards' first proposal, in that it would allow the owner of an existing judgment three years instead of three months to obtain payment of his debt.

That although with regard to future judgments it may be a matter of doubt whether it be or not expedient that it should be enacted that they should not be charged upon land, still with regard to existing judgments, and particularly to those entered up previous to the 23rd of July, 1860, which are unaffected by the Act of 1860 above referred to, and which, by the operation of the law, as it now stands, represent property, the bill now before Parliament would have the effect, in numerous cases, of depriving one individual of his property to give it to another, if the first owner cannot contrive to realize his security within the three years limited by the bill.

This, in many cases, it might not be possible for him to do. For instance, where the legal estate in the property sought to be affected by the judgment is not in the judgment debtor, as where there is a previous mortgage (which is most frequently the case where judgments are taken as securities) and where the legal estate is in a trustee, an execution cannot be put in force. Where the judgment creditor has bound himself not to issue execution for a limited time, if the time fixed has not arrived at the end of the three years, or where the property is reversionary and does not fall into possession within that time, the result in any of these cases will be that a purchaser or mortgagee, who has taken the land expressly subject to the judgment, will be put into possession of property which belongs to the judgment creditor.

That to deprive judgments entered up before the 23rd of July, 1860, of their effect against purchasers and mortgagees having notice of them, unless enforced within a limited period, would effect a complete revolution in the existing relations between creditors and debtors, by compelling all such creditors to press for payment of their debts, and so ruin many a debtor to whom otherwise the creditor would have willingly allowed time to retrieve his position.

That the only advantage proposed to be obtained in exchange for such arbitrary dealing with property, is to spare intending purchasers and mortgagees from the necessity of searching the judgment register. This search can now be made at very small expense, and with little loss of time, the indexes kept by the senior master of the Court of Common Pleas being to a great extent lexicographical, and the searching not occupying on an average more than a few minutes.

That the bill, not proposing to abolish the charge on land of registered Crown debts, an attendance at the Common Pleas judgment registry will still be necessary, previous to the completion of every purchase or mortgage.

That your petitioners are at a loss to comprehend what is the effect contemplated in providing that no *lis pendens* shall be a charge on land in the cases mentioned in the bill, as it can scarcely be intended that estates should be sold or mortgaged notwithstanding notice of an existing suit instituted for the express purpose of preventing any such dealing.

That the publication proposed by clause 3 of lists of all registered judgments appears objectionable, as exposing to all the world the private affairs of individuals.

That in proof of the immense use that is made of the Common Pleas register of judgments, and the great benefit creditors derive from it, your petitioners beg to refer to a return just printed by order of your honourable House, which shows that within the five years preceding the 31st of May last, there have been placed on that register judgments, the unsatisfied portions of which amount to "*sixteen and a half millions of pounds*" *sterling*, and that within the same period no less than "three thousand nine hundred and forty-eight different judgments," securing in the aggregate a very large amount of money "were satisfied."

Your petitioners are fully aware that in many cases intending purchasers or mortgagees now find it necessary to search also in some one of the many local registries, but they would humbly submit that this inconvenience and expense could be readily obviated by an enactment making it unnecessary to register judgments, &c., in any local registry, and providing that judgments should not be a charge upon any land, unless registered in the Common Pleas office.

Your petitioners therefore humbly pray your honourable House not to pass the said bill, intituled "A Bill to Amend the Law relating to Judgments, Executions, Statutes, Recognizances, and Lites Pendentes."

The petition is signed by Mr. William Shaen, Deputy Chairman, and Mr. Philip Rickman, the Secretary, of the Association.

A RETURN HAS BEEN CALLED for in Parliament respecting the office for the Registry of Deeds for the county of Middlesex. It appears that there are three registrars, one of whom is a peer of the realm, and that the duties of the office are performed by neither of them, but by a deputy. The emoluments, after paying his salary and that of the clerks, the office rent, and expenses, are divided into four shares, one of which is paid into the treasury as the share of the Queen's Remembrancer, who by a modern Act was associated with the registrars; the other three-fourths go to the registrars, and gave them last year £4,350 to divide. The fees demanded are not those specified by the Act of 7th Anne. It is stated that in 1768 the fees were "altered in pursuance of an arrangement between the then registrars and the public." It does not appear how the public signified their assent, but the registrars say they are not aware of any special authority for the alteration of the fees. The owners of land and houses in Middlesex, paying double the fees really requisite, might have expected that with the surplus a safe depository would have been provided, but the building in which their memorials and records are kept is not fire-proof. The receipts of the office are constantly increasing: in 1849 they were £4,029; in 1861, £7,973. Such is the account the Middlesex Register-office has to give of itself.

MR. COX M.P. FOR FINSBURY, on Monday evening last called the attention of the House of Commons to the new Chancery Order, requiring affidavits and depositions after issue joined to be printed. He objected to it upon three grounds. 1, That it created an unfair monopoly for one firm of printers; 2, that according to the scale proposed the actual cost of affidavits would be increased; and 3, that this increased cost was to be defrayed out of the Suitor's Fee Fund, which Parliament had refused to touch for a more legitimate purpose, namely, the building of new law courts. The Solicitor-General in reply, relied upon the superiority of printing over writing, and upon the authority of the chancery judges, who could not be supposed to be influenced by any other motive than the advantage of the suitors. He also stated that the clerks of records and writs were of opinion that it would be in fact unnecessary to resort to the Suitors' Fee Fund. The result was that Mr. Cox lost his motion by a majority of five in a thin house.

IT IS CERTAINLY FULL TIME to put the Scotch Law of Marriage upon a right footing—and to bring it more into accordance with the requirements of modern civilization than can fairly be boasted of it at present. Hardly a week passes without producing some surprising example of its absurdity. Lord Ardmillan has lately said that marriage in Scotland "may be very loose in point of fact, but the rules of law which govern its constitution are well defined;" and this statement, although intended to be perspicuous, and a vindication of the marriage law of Scotland, in truth is somewhat confused, and moreover admits all that is usually said against it. The complaint is that while nothing can be made more easily proveable than the fact of marriage, the Scotch law renders the proof of the fact in many cases doubtful if not impossible. Lord Ardmillan tells us in the Yelverton case that the interchange of mutual consent—serious and deliberate consent—is sufficient; and so perhaps it would be if the husband and wife were themselves the only parties concerned in the question. But society and posterity have also a voice in the matter; and they are entitled to require that this consent should rest not upon the balance of doubtful and ephemeral and perhaps conflicting evidence, but upon the unquestionable evidence of a solemn record. The Yelverton case is one of the most notorious and interesting illustrations of this position. Our readers are too familiar with it to require anything beyond the mention of its name. Our columns to-day contain the report of another case of a scarcely less curious character, in which the decision established the fact of marriage; and there is now before the House of Lords a claim to the Dundonald peerage, in which that House will have the painful duty of deciding whether the late Lord Dundonald made a "consensual" marriage according to the law of Scotland—a question which would never have been heard of if such a marriage was legally impossible, as it ought to be.

THE DEATH OF MR. ROBERT MAUGHAM, which was announced a few days ago, will be heard of with regret by the general body of the legal profession. He was for many years the respected secretary of the Incorporated Law Society, and few men in the profession of the law were more generally known and perhaps none more highly esteemed than he was. Next week we hope to give our readers some particulars relating to the deceased gentleman which we have no doubt will be interesting to them.

IT APPEARS by the annual account of the Fee Fund of the courts of common law that the amount received during the past year was £51,156. This is a considerable increase on the amount received during the previous year.

Mr. HENRY ROGERS, of Stourbridge, has been appointed one of the Perpetual Commissioners for taking the acknowledgments of deeds by married women, for the county of Worcester.

Mr. HENRY KIRKE HEBB, of Lincoln, has been appointed one of the Perpetual Commissioners for taking the acknowledgments of deeds by married women, for the city of Lincoln and county, and for Lindsey.

Mr. FRANCIS HAWKSFORD, of St. Helier, Jersey, has been appointed a Commissioner to administer oaths in the High Court of Chancery in England.

Mr. ALFRED BENJAMIN CARPENTER, of 3, Elm-court, Temple, and 1, Sutherland-gardens, Maida-vale, has been appointed a London Commissioner to administer oaths in the High Court of Chancery.

Mr. JOHN DOUGLASS FINNEY, of Victoria-road, Old Charlton, Kent, and 6, Furnival's-inn, has been ap-

pointed a London Commissioner to administer oaths in the High Court of Chancery.

MR. CHARLES GREEN, of Northwich, Chester, has been appointed one of the Perpetual Commissioners for taking the acknowledgments of deeds by married women for the county of Chester.

INTERNATIONAL LAW.

The contest in America has brought things to such a pass in this country, and indeed throughout Europe, that a Congress to consider the present working of international law would, in our opinion, be most desirable. Are we not entitled to ask the reason why foreign nations should permit themselves to be injured by a contest with which they have no manner of concern? When Mr. Gladstone talks of the "magnificent spectacle of a population starving in silence," he alludes to the victims of a principle which, we seriously believe, has never yet been submitted to the test of sound reason. If a Congress were assembled to discuss the merits of that principle we entertain a pretty strong conviction that many of the opinions which are now held infallible would be shaken. No rule is more rational or better fixed in the law of nations than that neutrals are at full liberty to trade with either or both the belligerents. If so, why are we now interdicted from trading with America? The answer is, we are not interdicted from trading with America, but we must do so subject to the risk of capture and confiscation under the law of nations —in other words, we must give effect to a barbarous privilege which that law has strangely and inexplicably conceded to belligerents, under pretence of enforcing what is called the duty of neutrality. Now, without discussing the question whether the preservation of neutrality is in all cases a duty, this is to be observed—namely, that in the present instance the nations of Europe have by their deference to the law of nations in effect seriously injured one of the contending parties, who, as being the weaker, has the better claim to our sympathy. There is little doubt that if the Southerners had not been deprived of military and other supplies from foreign countries their resistance would have been more effective, and this war, ruinous to both, would have been the sooner brought to a close. If these considerations have any weight it would seem that the course now pursued by England and France with reference to America, though conformable to international law, is really injurious to the belligerents themselves, and is in the last degree mischievous to the world at large.

It is remarkable that the most authoritative jurist now living, M. Hautefeuille, entertains but little respect for some of the best-established maxims of international jurisprudence. The Congress of Paris has displaced not a few of them; but the most noxious still remain, and more especially that which affirms that the commercial intercourse of individuals is a breach of the neutrality of states.

The existing state of things in America makes it imperative upon jurists to re-consider some of the cardinal rules in the international code of war and neutrality. Indeed, most reflective persons have for a long time entertained grave doubts whether the whole scheme of the law of blockade is not based upon principles that are both unjust and impolitic. Any two nations have of course a right to go to war amongst themselves if they please, but it is by no means so clear that whichever of them happens to be stronger in its naval armaments should be able to prevent the whole world from holding communication with the other. The utility of such a proceeding—so far as all other nations are concerned—is often very questionable. Their sole interest in any such contest is that it should be brought to an end as soon as possible. But the probability is that a blockade tends not only to perpetuate but even to propagate war much more frequently than to stop or prevent it. This has certainly been the case in America. There can now be no doubt whatever that the Confederate States would have been from the beginning more than a match for their enemies had it not been for the blockade. But even if it had been otherwise why should all other nations submit to be disbarred from trading or holding intercourse with the Southern States? and why should English merchants and shipowners be compelled to submit to the jurisdiction of American prize courts, where there is no security whatever for the fair administration of prize law, such as it is, in cases where Americans are plaintiffs and Englishmen defendants? It appears by an official report of the United States District Attorney that "the courts of New York have given decrees of condemnation in almost all the cases brought before them." Who could expect it to be otherwise in the present state of public feeling in America, where it should be remembered that the judges owe their election to popular suffrage, and their decisions, moreover, are influenced by the consideration that one moiety of the prize property belongs to the public service. An important and apparently reliable communication which has been made to one of the morning journals contains some startling statistics relating to the question under consideration. The figures are all taken from official returns, and the importance of the facts disclosed is our apology for giving the document at some length. It is as follows:—

Synopsis of a report made by Mr. G. Delafield Smith, United States' District Attorney for the Southern District of the State of New York, of the number of prizes captured for running the blockade by the United States squadron since President Lincoln's proclamation in May, 1861, number of cases heard, condemned, or released or remaining undecided, and disposition of the proceeds, &c.:—

Total number of British and other vessels brought to this port for adjudication in this district court, 102:—

Heard by the District judge, 52:—		
Condemned by ditto	47	
Released by ditto	4	
Remaining undecided	1	—52
Released by order of War authorities		6
Released by the district attorney with the approval of the War authorities		2
Restored by Court on payment of salvage		1
Remanded by Court for further proof		1
Pending unheard		40
		—
The 40 prize cases unheard are thus situated:—		102
Vessels brought in and libelled, and process not yet returned	12	
Vessels recently brought in to be libelled by district attorney when the proceedings in preparation are complete	9	
Causes at issue to be heard	19	—40
Situation of condemned causes, 47:—		
On appeal to the Circuit Judge, 15.		
Heard by the Judge, 12:—		
Undecided	10	
*Affirmed	2	
Unheard	3	
Vessels condemned and no appeal taken	23	
Vessels condemned and proceeds awaiting formal entry this term	9	—47
Situation of 23 condemned cases not appealed:—		
Writs of sale issued and process unreturned (nine returnable in July, four in August)	13	
Cases wherein the vessels and cargo were taken in capture by the Government of the United States and not brought in for sale	3	
Case in which the expenses of the United States Marshall and costs exceeded the proceeds of prize, which was 550 dollars	1	

* These are the British ships *Hiawatha* and *Cranshaw*, captured in ports of Virginia without notice of the blockade. These cases are made test cases by the counsel for the British Government and the claimants, and have been carried on appeal to the Supreme Court of the United States at Washington. An application was made, at the instance of the British Government, to the Court to hear the appeals out of the regular order. The Court refused to give any preference to prize cases, and the consequence will be that neither claimants nor captors can obtain the proceeds for upwards of two years.

Case which was sold and proceeds remitted to Washington (the privateer Savannah, the proceeds of which amounted to 1,080 dollars) . . . 1
Cases where proceeds are retained in the registry of the court . . . . . 5—23

In the case of the Confederate States' schooner *Hallie Jackson*, with a British cargo, an appeal was taken as to that, but not as to the vessel. The proceeds of the sale thereof, amounting to 2,407 dollars 53 cents, were remitted to Washington in January last.

In the case of the British ship and cargo *Henry C. Brooks*, part of the proceeds have been retained in court, and part, amounting to 42,811 dollars 16 cents, remitted to Washington in March last.

Proceeds of the following cases remaining in the custody of the Court:—

	dols. c.	
The *Henry C. Brooks*, total sale,	97,778 30	
Remitted	42,811 16	
		4,967 14
British ship *Edward Barnard*		27,101 35
British ship *Falcon*		1,278 27
Spanish ship *Soledad Cos*		3,708 70
Total		39,961 09

or about £8,000 or upwards, at the present rate of exchange. This, however, does not include the proceeds of the sale of other British property, captured and brought to this port for condemnation: some large sums have been deposited under special order of the Court, at the instance of counsel, for claimants, in the United States' Treasury, at interest, pending the proceedings. The most recent case of the kind, is that of the British ship *Stephen Hart*, owned in London, captured on a voyage to Havannah, and sent here. Her cargo of munitions of war was sold to the United States' Government, and produced about 250,000 dollars. This sum is deposited at 4 per cent. The cargo of the British brig *Nassau*, consisting of Enfield rifles and other military goods will be sold to the same purchasers next week. The British steamer *Circassian*, the capture of which has been brought to the notice of the House of Commons, was carried into Key West and there condemned in short order at that resort of wreckers, but sent to this port for sale. She is the most valuable prize captured during the war, the estimate of the appraisers reaching as high as 1,500,000 dollars. No order for the sale has yet been made.

The judge in the district of Florida appeared to have made short work of her case, but as she was to be sent here for sale it might have been but a fair proceeding to send her here for condemnation, for as the United States' district attorney remarks in his report, 'the courts of New York have given decrees of condemnation in almost all the cases brought before them.' If the two test cases should be affirmed in the Supreme Court, nearly the whole of the prize property brought into this district will be distributed according to law—viz., one moiety to the captors, and the other to the pension fund of the United States' navy. The amount already adjudicated up to this time is put at 500,000 dollars, and in the custody of the registry of the Court, but without interest for the benefit of claimants or captors. There have been two cases before the District Court here somewhat similar to that of the *Emily St. Pierre*, which has created such an interest on your side of the water.

They were both vessels recaptured from prize crews of Confederate States' privateers, one without shedding any blood, and one, known as the Tellman case, after a most cowardly and brutal murder of three sleeping privateer's-men. In both cases a large sum in the shape of salvage was awarded, and the underwriters settled by compromise without any appeal. So there are two quite recent precedents without going back to the presidency of the elder Adams, for the justification of the captain and crew of the *Emily St. Pierre*.

The law officers of the United States, in other districts where Courts of Admiralty are held, have been ordered to make similar returns of the number of prize cases and their proceeds, but the particulars will not be made public until laid before Congress and ordered to be printed.

Enough will appear from what I have gleaned from this document to show that your shipping and commercial interests have a very heavy stake depending on the decision of the cases of the *Hiawatha* and *Cranshaw*,—the two recent cases of the *Circassian* and the *Hart* rest upon a different state of facts,—without troubling you with any remarks on the present critical condition of affairs here, or any speculations of my own, except to assure you that it is the firm belief of many men of high standing with the Lincoln party that if England and France should offer any intervention in this miserable, fratricidal war the administration would lay an embargo on all the ports of the United States, and proclaim a non-intercourse with both nations. This would be a bold step, but it would not be an unpopular move, as any one who knows the people here can safely say or predict.

LETTERS "WITHOUT PREJUDICE."

A story is told of a sharp country lawyer who always concluded his letters to the lady of his affections with some hardly legible words, which were for some time a puzzle to her, but which turned out to be a common form frequently used by lawyers in their business correspondence. The Lothario was anxious that nothing which he had said in the heat of his passion should ever rise against him, and therefore, although he never failed to assure his innamorata that he was hers "unalterably," yet was ever careful to add that it was always "without prejudice"; and these were the words which so long puzzled his fair correspondent. Legal practitioners are very much in the habit of using the same phrase in their business correspondence as inappositely as this country lawyer is said to have done; but it must not be supposed that they may not sometimes be used not only with propriety but with a strict and definite meaning. When so used they are not without their legal value in preventing or modifying the effect of the communications to which they are appended. Indeed, this question, although it may appear to be trivial in itself and hardly worthy of judicial decision, has on several occasions been brought under the consideration of the superior judges on both sides of Westminster Hall; and it is worth making a note of a few cases upon the point.

It may be stated as a general rule that all letters written with a view to effecting a compromise in respect of anything in litigation, or of any disputed claim likely to result in a suit, not only may be, but ought to be, expressly "without prejudice." Sir J. Romilly, M.R., in two reported cases, has strongly enforced this view. In the first, *Hoghton* v. *Hoghton*, 15 Beav. 321, certain letters were written "after the dispute had arisen, with a view to a compromise, and "without prejudice." Their admission in evidence was objected to; but it was contended on the other side that if rejected, the Court would have before it only a part of the correspondence. His Honour held that the letters were not admissible: he said that "he had, in other cases, expressed his opinion that such communications, made with a view to an amicable arrangement, ought to be held very sacred; for if parties were to be afterwards prejudiced by their efforts to compromise, it would be impossible to attempt an amicable arrangement of differences." In another case, *Jones* v. *Foxall*, 15 Beav. 388, the same learned judge took occasion to comment upon an attempt made to introduce letters written "without prejudice" as evidence in the cause against the writer. "I find," he says, "that the offers were in fact made *without prejudice* to the rights of the parties; and I shall, as far as I am able, in all cases, endeavour to repress a practice which, when I was first acquainted with the profession, was never ventured upon, but which, according to my experience in this place, has become common of late—namely, that of attempting to convert offers of compromise into admissions of acts prejudicial to the person making them. If this were permitted, the effect would be that no attempt to compromise a dispute could ever be made. If no reservation of the persons who made an offer of compromise could prevent that offer, and the letters containing or relating to it, from being afterwards given in evidence, and made use of against him, it is obvious that no such letter would be written, or offer made. In my opinion, such letters and offers are admissible for one purpose only—namely, to show that an attempt has been made to compromise the suit, which may some-

times be necessary; as, for instance, in order to account for the lapse of time, but never for the purpose of fixing the persons making them with any admissions contained in such letters; and I shall do all I can to discourage this modern, and, as I think, most injurious, practice."

The question has sometimes been raised whether an admission contained in a letter expressed to be written "without prejudice," can be made evidence for the purpose of taking a debt out of the operation of the Statute of Limitations. *Re Monsell*, 6 Ir. Ch. 245, is a distinct authority that such evidence is not receivable. There a correspondence had been carried on with a view to a compromise, upon the express footing of its being without prejudice to the rights of the parties; and the Irish Court of Appeal (consisting of Lord Chancellor Brady and Lord Justice Blackburne) decided that although there never had been any controversy as to the existence or validity of the claim, yet the correspondence could not be used as evidence to take the claim out of the the operation of the statute. "On the ground of public policy," said the Lord Chancellor, "it is better that this Court should not be too astute in discriminating points of distinction as to the admissibility of letters which admit the rights of parties for the purpose of effecting a compromise. How can we say that any one of these letters was written free from the obligations of this compromise." What Lord Justice Blackburne said is to the same effect. "When a party," said his Lordship, "makes concessions in order to effect a compromise, and guards himself against their use for any other purpose, it would be unconscientious and unjust to deprive him of the protection for which he has expressly stipulated." The same rule holds in courts of common law. Thus, in *Cory* v. *Bretton*, 4 Car. & P. 462, Chief Justice Tindal refused to receive as evidence, in an action for debt, for the purpose of taking the case out of the Statute of Limitations, a letter sent by the debtor to the creditor, which contained in the introductory part these words:—"Which is not to be used in prejudice of my rights now, or in any future arrangement that may be made or instituted." "If the plaintiffs," said his Lordship, "did not like the letter with such a stipulation in it, they might have sent it back. I cannot make any distinction between a written and a verbal communication; and if it were a verbal communication I should certainly not admit it as evidence. It is clearly a conditional statement."

These authorities are so consistent and so explicit that they hardly call for any comment. It will be observed, however, that they all relate to cases of attempts to *compromise*. No one will suppose that there is any magic in the words "without prejudice," or that even where they have no relevancy or fitness, yet they may have some effect. They would be inapposite, for instance, when appended to a plain contract, and also perhaps to a mere offer which was not a contract only so long as it was unaccepted. They would probably not have been sufficient to exclude the letters of the country lawyer to whom we have already referred, if he were called upon to defend an action for a breach of a promise of marriage contained in one of these semi-professional epistles. The words in question are coming into fashion more and more every year, and as we have seen are not without their use. We merely desire to suggest that they have a definite use, and that they will have a useful effect only when properly employed.

CONSOLIDATION OF THE LAW OF COPYRIGHT.

No. V.

(By EDWARD LLOYD, Esq., Barrister-at-Law.)

One other case there is which involves the question of how far a copy with variations from the main design is a piracy, though as it raises, without solving, another point of importance, I have omitted to consider it under any of the former heads of discussion. In *Moore* v. *Clarke*, 6 Jur. 648, a motion was made for a new trial on the ground of misdirection, the case being one where numerous slight variations had been made from the original print. It was held on this point that the judge who tried the case rightly directed the jury to find whether or not there had been substantially a copy made; and it was said that to render any person liable under the statute (17 Geo. 3) where the whole of any engraving was copied the copy must be an exact similitude; or perhaps (though this was not decided) a copy of a part with immaterial variations would be sufficient. This dictum must be looked upon with some distrust, as greatly curtailing the operation of the statute, and manifestly in opposition to its principle. Such a construction can only be arrived at by dividing the sentence which defines a piracy into two members, so that it is one offence "to copy in the whole—the main design," and another to copy "in part by varying, adding to, or diminishing from the main design;" these latter words being thus read merely as an explanation or amplification of the expression "in part." Surely it is quite as grammatical, and I venture to think a more reasonable construction to take the words "in the whole" and "in part" as meaning the superficial extent of the engraving copied, and the "varying, &c.," as expressing the mechanical mode of treating any copy. The other question in the same case is perhaps more strange still, namely, whether it was the intention of the statute to make any piracy under it illegal, so as to entitle a plaintiff to nominal damages where no actual damage had been sustained; or whether it merely meant, that any person might make such a copy as the Act specified if he pleased, but that if he did so, he would be liable to pay to the proprietor of the print copied such damages as a jury might assess. As I have said, the case was not decided on this point; but the fact that such an argument could even be admitted by the Bench requires notice. There can hardly be any doubt that if the statute is considered not by itself, but in conjunction with the former Acts *in pari materie* (and that it should be so has been more than once laid down judicially), it will be seen that the general intention of the Legislature was to make such piracies illegal; and even admitting that this Act was made, *ex abundanti cautela*, it was intended, not only to protect property against actual damage, but to give the proprietor a certain safeguard against an attempt to injure him.

We have still to consider a point which was first raised in *Thompson* v. *Symonds*, 5 T. R. 41, as to what evidence should be produced to prove a piracy. It was there contended that prints from the original plate were not the best, and therefore not sufficient, evidence of a piracy, but that the original plate ought to be produced. This species of proof had never been required in any previous case, and the Court held that the objection was of no weight. In *Fradella* v. *Weller*, 2 Russ. & My. 247, a court of equity went still further than this, by deciding that it was not necessary to produce even prints of the plate. The evidence which was here brought in support of the piracy was that of a witness (whose statements were not opposed by the defendant), who swore that three prints were sold by the defendant, which, on comparison with the original print belonging to the plaintiff, were clearly piracies. The answer of the defendant did not traverse the plaintiff's allegation that they were piracies; and these three prints were shown to have been subsequently stolen. Under these circumstances it was decided that it was not necessary to produce, for the purpose of comparison the original print and the alleged piracy. This case also decides a point often raised in similar cases of trade-marks (see *Burgess* v. *Hill*, 26 Beav. 244, *id.* 249), that even where the injury is of very small amount, the plaintiff is entitled to the costs of all proceedings necessarily taken by him to secure his right; so that when a defendant submits to do what is necessary for that purpose, but refuses to pay the costs of the plaintiff up to the time of submis-

sion, the case may be continued by the plaintiff to a hearing, on the question of costs alone.

There is, as far as I have been able to discover, only one case in the books relating to the Sculpture Engravings Acts, that is—*Gahagam* v. *Cooper*, 3 Camph. 111, which illustrates the difficulties we have before noticed in getting the statutory definition of the injury for which a penalty is imposed to correspond precisely with the right which it is intended, by imposing such a penalty, to protect. It will, no doubt, be remembered that the first of these Acts, 38 Geo. 3, c. 71, gave an exclusive right of property to "every person who should make or cause to be made" the various models or casts which are therein described, while the second section, in defining the injury, provided "that every person who should make or cause to be made a copy or cast," of the articles protected by the Act, "by adding to, or diminishing therefrom," or should import for sale, or sell or otherwise dispose of, a copy or cast of" such articles, should be liable to the penalty of the Act. It has been said on judicial authority that this Act was drawn under the superintendence of the leading sculptors of the day, and that this may account for such an obvious blunder. However that may be, it is certainly one which we should have expected would not pass unnoticed during the passing of such a Bill into law. In the case to which I have referred above, the defendants had sold certain copies of a bust of Charles Fox, made by the plaintiff. The piracy was an exact copy of the face and head only, but in the shoulders and in draping the bust, some variation had been made. Now, no evidence could be or was procured to show that the defendant had made the bust sold by him, and it was held that the mere sale of a colourable imitation in sculpture was not an offence under this Act. It is suggested, though the point has never occurred, that conversely, the making an exact copy of any bust would not be a sufficient ground of action upon the statute.

I have now concluded the examination of these several Copyright Acts, and of the cases relating to them; and propose on a future occasion to consider the recent Copyright (Works of Art) Bill, and to offer a few suggestions as to the way in which such a measure might be drawn so as to meet the requirements to which I have referred in a former paper. Always feeling how easy it is to criticise and destroy, how difficult to re-construct, I would not be thought to be ambitious of doing more than to give the outline of such a scheme of re-construction.

The Courts.

COURT OF CHANCERY.

(Before the LORD CHANCELLOR.)

July 19.—*Re Mew and Thorne.*—This was an appeal motion from Mr. Commissioner Fonblanque, raising an important question—whether, under the Bankruptcy Act of 1861, the commissioners have power to take into account the general conduct of a bankrupt when dealing with his order of discharge. The same point was raised some short time back before the Lords Justices, in *Boswell's case*, which was heard on the 7th of May last, when their Lordships differed in opinion. Lord Justice Knight Bruce held that where the conduct of a bankrupt did not amount to a misdemeanour, and he had not been guilty of any of the offences specified in the 159th section of the Bankrupt Act of 1861, the commissioners had no power to refuse or suspend the order of discharge on the ground of general misconduct in the bankrupt. Lord Justice Turner, however, thought a discretionary authority was vested in the commissioners under the statute. When the present case came before Mr. Commissioner Fonblanque, his Honour stated that, after having examined the proceedings under the petition, and read the papers, documents, and accounts, and considered the bankrupts' conduct in relation to the several particulars enumerated in the 159th section of the Bankrupt Act, 1861, and it being admitted by the assignees and creditors that the debts had not been contracted in the manner therein specified, the order of discharge must be allowed.

The LORD CHANCELLOR said he would take it for granted that two propositions of fact had been proved—namely, that the bankrupts had contracted debts to a large amount when in a state of insolvency, and had been guilty of a fraudulent preference—with a view of considering whether such conduct came within the 159th section of the Act. Now it was admitted that such conduct was not included in the exact words of that clause, and therefore the commissioners had no authority to take it into account when dealing with the order of discharge, unless the words of the statute could be construed as giving them a discretionary jurisdiction of considering the general conduct of a bankrupt. The question was one of great importance, and, having regard to the fact of the Lords Justices having differed in opinion as well as the commissioners, and the difficulty which he (the Lord Chancellor) felt in stripping his mind of the impression he entertained at the time of framing the clause, he would give the matter his careful consideration. If he should feel any doubt upon the point, he would hear the counsel for the bankrupts; but if, on the other hand, he should come to the conclusion that the commissioners had no general discretionary authority under the statute, he would give his judgment on the 23rd inst.

July 23.—The LORD CHANCELLOR gave judgment this morning. After referring to the law of bankruptcy as it stood prior to the Bankruptcy Act of 1861, with respect to the general discretionary power vested in the commissioners in granting or refusing certificates, and to the evils which had arisen by different commissioners having applied different principles to the exercise of that power, his Lordship observed that, whatever the mischief intended to be obviated by the Legislature by the 159th section of the Bankruptcy Act, 1861, the words of the Act must be construed in accordance with their plain and ordinary signification, and he had therefore endeavoured to divert his mind from the impression it bore when the clause was framed, and to consider the language of the 159th clause as though now presented to him for the first time. In considering the 159th section, the first point which presented itself was the fact that the Legislature in certain specified cases conferred upon the commissioners the power to refuse, suspend, or make conditional, orders of discharge. But if the Legislature thought it necessary in the specified cases to give an express power to suspend or withhold the discharge, that was a strong argument against the conclusion that it was intended to leave the commissioners a general power of suspending or refusing discharges similar to that which they possessed under the old law with respect to certificates. The arrangement of the language of the 159th section pointed out clearly the course to be pursued by the commissioners. The very commencement of that section—"In granting orders of discharge the following rules shall be observed"—seemed of itself to negative the general discretionary power contended for, and to confine the commissioners' power within the rules thereby prescribed. Ultra those rules, the commissioners had no discretion with regard to discharges. There was some little confusion in the first paragraph of the clause, owing to the House of Commons having dissented from the Lords' amendment, and omitted to make all the alterations consequent on such dissent; but otherwise the clause appeared clear enough. The first paragraph of the clause provided for the case of the bankrupt being guilty of a misdemeanor, and pointed out the course for the commissioners to take. The second paragraph defined the course to be pursued in the event of the bankrupt being convicted of a misdemeanor. The third paragraph contemplated the bankrupt not being accused of a misdemeanour, or, if accused, being acquitted, but in either case there appearing to the Court to exist objections to the granting of an immediate discharge; and it then provided that "the Court shall proceed to consider the conduct of the bankrupt before and after adjudication, and the manner and circumstances in and under which his debts have been contracted; and if the Court shall be of opinion that the bankrupt has carried on trade by means of fictitious capital, or that he could not have had at the time when any of his debts were contracted any reasonable or probable ground of expectation of being able to pay the same; or that, if a trader, he has, with intent to conceal the true state of his affairs, wilfully omitted to keep proper books of account; or, whether trader or not, that his insolvency is attributable to rash and hazardous speculation, or unjustifiable extravagance in living, or that he has put any of his creditors to unnecessary expense by frivolous or vexatious defence to any action or suit to recover any debt or money due to him, the Court may either refuse an order of discharge or may suspend the same from taking effect for such time as the Court may think fit; or may grant an

order of discharge, subject to any condition or conditions touching any salary, pay, emoluments, profits, wages, earnings, or income, which may afterwards become due to the bankrupt, and touching after-acquired property of the bankrupt; or may sentence the bankrupt to be imprisoned for any period of time not exceeding one year from the date of such sentence." The third paragraph, therefore, after contemplating all the cases that were possible to arise, and which were proper to provide for on consideration of the order of discharge, proceeded clearly to point out the course to be taken by the commissioners in each of those cases. If the third paragraph had stopped with the words preceding the words "and if," the power of the commissioners would have been identical with the powers vested in them under the old law. But the result of the whole sentence was to limit the power given by the first part of the sentence to consider the conduct of the bankrupt as to the particular cases provided for by the latter part. That was, the Court had no power to do any one of the latter things described in the latter part of the sentence, unless one of the preceding conditions had been complied with. It might refuse or suspend an order of discharge or grant a conditional order, but it could do none of those things unless it had previously ascertained some other thing to exist, the existence of which other thing was made conditional to the exercise of the power given by that clause. It was therefore plain that there was no longer any general discretion to consider the conduct of the bankrupt vested in the Court. The course of conduct of the commissioners in each event was clearly defined, and the one was made to be altogether subject to and dependent upon the other. The subject of enquiry was certainly large enough, and having regard to the subject matter, lax enough, for it was impossible to define the subject of inquiry more accurately than it was described in the 159th section. The field of inquiry was wide enough, but the rules by which the commissioner was bound to arrive at his conclusions were certain and definite. All that he (the Lord Chancellor) was desirous of doing in framing the clause was to express accurately the conclusions that must be arrived at before a judicial sentence against a bankrupt could be pronounced. In the preparation and passing of the 159th clause the Legislature was most anxious to lay down the rules which the commissioners should be bound to abide by in considering orders of discharge, and therefore established a mode of judging of the bankrupt's conduct, so as to exclude on the one side too severe, and on the other too lax, an exercise of the discretionary power of the commissioners. His (the Lord Chancellor's) conclusion therefore was, that all power of refusing or suspending a certificate previously existing in the commissioners upon a general view of the bankrupt's conduct was taken away, and that the power of suspending, refusing, of annexing conditions to an order of discharge was made to depend upon the commissioners having previously arrived at a conclusion tallying with one or other of the conclusions described in the third paragraph of the 159th section, and one or other of which was made to be a necessary precedent condition to the refusal, suspension, or making conditional the order of discharge He (the Lord Chancellor), therefore agreed with the opinion expressed by the Lord Justice Knight Bruce in *Boswell's case*, and also with that of Mr. Commissioner Fonblanque, as also, he was happy to say, by several of the other commissioners, and as he (the Lord Chancellor) believed that the construction which he had thus put upon the 159th clause was that which, having regard to the object in view in framing that clause, was the intention of the Legislature, he had no hesitation whatever in expressing it as the result of his judicial opinion. He might, by way of illustration, notice the 160th clause of the statute, which authorised an application to be made for an order of discharge under the Act of 1861 by a person who had been refused his certificate under the old law. That section clearly contemplated the case of a certificate having been refused for reasons which under the Act of 1861 would not be a ground for refusal of an order of discharge, and it gave the bankrupt applying the benefit of the more merciful provisions of the Act of 1861; thus by implication negativing a general discretionary power in the commissioners. The result would be that the present application would be refused. There would be no costs except the costs of the assignees, which would come out of the estate. There was one thing which he could not but notice with surprise—namely, that the bankrupts were represented on this appeal by separate counsel, one of them having two counsel. He could not but regret that, notwithstanding bankruptcy, bankrupts should always appear to be possessed of plenty of money for the purposes of litigation.

Appeal dismissed.

(Before Vice-Chancellor Sir R. T. KINDERSLEY.)

July 11.—*Vesey* v. *Vesey*.—This suit related to the estate of the late Mr. Francis Vesey, better known as Vesey, jun., whose reports are of such value at the present day. This gentleman left a will and nine codicils, made in somewhat inartificial language, whereby he gave his wife (who pre-deceased him) a life interest, with remainder to his three nieces and nephew, in such terms as rendered it extremely doubtful what interest they took. Vice-Chancellor Shadwell, before whom the case was argued, held that there was an absolute interest subject to the contingency of death without children; and the fund remained in court to a separate account. The testator died on the 30th of May, 1845, and the decree was made in May, 1848, the Vice-Chancellor, in his judgment, making the following observations: —"This shows the very small use of attending lectures. He attended for more than thirty years of his life the best lectures that could be heard—Lord Eldon's decisions—and you see how he has profited by them. It is lamentable to see how little of law practically, whatever he conveyed to others, he reserved to himself." The case now came on upon a petition, the nephew being desirous of providing for his family, and the nieces having consented to waive their rights under the decree in his favour.

His HONOUR made the order.

(Before Vice-Chancellor Sir W. P. WOOD.)

July 23.—*Knight* v. *Lord St. John*. — The VICE-CHANCELLOR gave judgment in this case, which involved the construction of certain obscure provisions contained in the will of the late Mr. Justice Vaughan, stated to have been made by that learned judge himself, although, as was observed by his Honour, the instrument was enveloped in mist and clouds. The case was not of much interest, except as affording an illustration of the fallibility of lawyers in venturing to make their own testamentary dispositions.

COURT OF PROBATE AND DIVORCE.

(Before Sir C. CRESSWELL.)

July 22.—*Dickens* v. *Dickens*.—The petitioner in this case had obtained a decree of judicial separation, and an attachment had been issued against the respondent for non-payment of arrears of alimony. After the attachment had been issued the respondent had petitioned the Court of Bankruptcy, and in March last he obtained an order of discharge from that Court. A rule *nisi* for an order of sequestration against the respondent's estate was then obtained by Mr. Aspland for the petitioner. Cause was shown against the rule by Mr. Hannen on the part of the respondent, and the Court took time for consideration. The question was whether the order of discharge operated as a release of the respondent from his liability to the payment of arrears of alimony.

His LORDSHIP to-day said that he had considered the different sections of the Bankruptcy Act to which reference had been made, and he was of opinion that the effect of the order was to discharge the respondent from his liability to pay the arrears of alimony which had been proved against his estate before the order was made. The rule *nisi* for a sequestration must therefore be discharged.

Hepworth v. *Hepworth*.—A similar question as to the operation of an order of discharge was raised in this case.

Dr. WAMBEY moved for an attachment against the husband for non-payment of arrears of alimony. In March last the husband had obtained an order of discharge from the Court of Bankruptcy.

Mr. Hepworth appeared in person, and stated that he could not afford to appear by counsel, and he was unable to proceed with his suit against his wife in consequence of his want of means. In December, 1859, the suit of *Gibson* v. *Gibson* was tried in this court, and in consequence of the evidence as to his wife's adultery given at that trial he had instituted a suit against her. She had also presented a cross petition against him. He had been ordered to deposit £400 in one suit and £300 in the other to meet her costs, and he had been unable to do so. Although he had been almost an eye-witness of her misconduct he was unable therefore to go on with his suit against her, and he had been ruined by having attachments and orders issued against him. He believed that her object was to drive him out of the kingdom.

His LORDSHIP said he was not invested with the painful duty of exercising a discretion in these matters. The order having been made the consequences must of necessity follow. The

order of the Court of Bankruptcy would discharge the respondent from all liability in respect of arrears that might have been proved against him up to the date of that order.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner HOLROYD.)

July 17.—*Re*——.—A debtor, resident at Portsmouth, executed in the form given in schedule D a deed of assignment for the benefit of his creditors. Previously to the execution of the deed he had made a bill of sale to a friendly creditor, and that creditor was the trustee under the assignment. A question now arose as to whether an independent creditor was entitled to an examination in reference to the debts, in order to ascertain whether a majority in number representing three-fourths in value of the creditors had executed the deed.

Mr. Commissioner HOLROYD decided that the debtor should furnish to the creditors an account showing the names, residences, and occupations of his creditors, together with the amounts of their respective debts, distinguishing those who had from those who had not executed the deed.

Order accordingly.

(Before Mr. Registrar HIGGINS).

July 22.—*In re Samuel Francis Bilton.*—The bankrupt was described as of 25 Essex-street, Strand, and of Finchley, barrister-at-law. This was a first meeting.

The bankrupt attributed his failure to expenses for discount and interest, law costs, and to his having been put to expenses at the instance of creditors. The debts are of small amount.

Protection was renewed until the examination meeting.

(Before Mr. Registrar ROCHE.)

July 24.—*In re William Ansell Day.*—The bankrupt was a solicitor, of New Bridge-street Blackfriars; of Hadlow, Sussex; and of Montague-street Russell-square.

This was a first meeting. The debts are stated to be about £90,000, with assets chiefly consisting of mortgaged property.

Mr. Linklaker having tendered certain proofs for admission, the meeting was adjourned.

SUMMER ASSIZES.

HOME CIRCUIT.

HERTFORD.

July 17.—*Dodd* v. *Gill.*—This was an action to recover the amount of a promissory note for £100. The defendant pleaded that the conditions under which the note was to be paid had not been carried out.

It appeared that the plaintiff was a young lady connected with a very respectable family in Scotland, and the defendant was a barrister. They were introduced to each other first in in the year 1859, and they became very intimate, and there had been several money transactions between them. In the month of January, 1861, the plaintiff advanced defendant a sum of £100, and he gave her the promissory note that was the subject of the present action, and which was in the following terms:—

"January 3, 1861.

"One month after demand I promise to pay, at No. 19, Old-buildings, Lincoln's-Inn, to Miss Mary Dodd alone, and not to her executors, administrators, or assigns, one hundred pounds sterling, and interest upon the same, at the rate of twenty per cent. per annum."

This note was signed by the defendant, and a demand in writing had been made upon him for the amount, but he refused to pay, and the present action had therefore been brought against him to compel him to do so.

The counsel for the defendant said that the only question was whether the conditions of the note had been properly fulfilled.

Mr. Baron MARTIN inquired what should have been done to satisfy the conditions upon which the money was to be paid. It appeared to him that all that was intended was, that if Miss Dodd had died the money should not be paid to her executors, and that it should be paid to her alone.

The defendant's counsel submitted that there ought to have been a demand for the payment of the money a month before any legal proceedings were taken; but having intimated that he relied entirely upon the legal point he had mentioned and that he had no other answer to the action,

The jury at once returned a verdict for the plaintiff for £126—£100 for principal, and £26 for interest.

CHELMSFORD.

July 21.—The commission was opened in this town to day. The cause list contained an entry of fifteen causes, five of which were marked for special juries.

CIVIL COURT.—(Before Mr. Baron BRAMWELL).

July 22.—*Harrison* v. *Cant.*—This was an ordinary action of debt, in which a curious point arose. There were two pleas denying the debt and alleging payment, and also a third plea of a composition and arrangement under the new Bankruptcy Act. The defendant had demurred to the latter plea, in order to raise the question whether, under the new Act, an arrangement with a majority of a man's creditors binds those who dissent from it; but by some mistake on the *Nisi Prius* record there was issue taken on that plea (as if it were denied in fact, instead of being disputed in law), and there was no issue on the second plea. This was not discovered before the cause was called on and the jury sworn, when, the cause being undefended, and no one appearing for the defendant,

The learned BARON, having observed it, pointed it out as an evident mistake.

Mr. *Pearce*, the counsel for the plaintiff, said it was clearly a mistake, and perhaps the learned judge would amend it.

The learned BARON said he doubted if he could amend, in the absence of the defendant. He would consult his brother Martin as to the right course to pursue.

On his return into court,

The learned BARON said his brother Martin was of opinion that the proper course would be to discharge the jury, as there was no complete issue to try, and bring it on again on Thursday. In the meantime there might be a summons to amend.

Key v. *Mathias.*—This was an action on a cheque for £100 on the Bank of London, given by the defendant to one Lacy, and by him to the plaintiff. The defendant denied the making of the check, and also pleaded that it was made for the accomodation of Lacy, and without consideration, and by him passed to the plaintiff in the same way.

Mr. Serjt. *Shee* and Mr. *Barnard* were for the plaintiff; Mr. Serjt. *Parry* and Mr. *Hannen* were for the defendant.

The case for the plaintiff was that on the 30th of December, 1861, Lacy had borrowed of him £100, and given him the cheque in question for the money. The plaintiff gave his cheque (payable to "cash"), dated the 30th of December, 1861, to Lacy, and the latter gave the defendant's in return, dated the 31st of December.

It was objected, for the defendant, that the cheque sued upon was post dated, and so not admissible in evidence.

The learned BARON said that raised a collateral question of fact for him to decide, whether or not the check was post dated, for if so it could not be put in evidence.

Mr. *Barnard* suggested that, since the new Stamp Act, the objection did not apply, because the cheque would be virtually a bill payable on demand, and require only a penny stamp, which it bore.

Mr. Baron BRAMWELL said he thought that could hardly be so, because otherwise a bill might be made merely by dating the instrument two months in advance, and so evade the proper stamp. Now, his impression was that it had been held since the new Stamp Act that the law as to post-dated cheques remained in force.

Mr. Serjt. *Parry* said he thought that was so.

Evidence was then given to show that the defendant gave his cheque on the same day on which the plaintiff gave his—viz., the 30th of December, though it was dated on the 31st.

The learned BARON said he felt bound to decide that the cheque was made and issued on the 30th of December, 1861.

Mr. Serjt. *Parry* then submitted that it was not admissible, a cheque was a bill of exchange.

Mr. Baron BRAMWELL.—That is so, no doubt, and has been so held, and on that ground cheques have been held to be within the Bills of Exchange Act.

Mr. Serjt. *Parry* then argued that a cheque post-dated was in effect a bill payable a certain time after date, and so required a bill stamp.

Mr. Baron BRAMWELL said he thought there was also an express enactment on the subject. There had been formerly a penalty imposed on making a cheque post-dated, so that, even if properly stamped as a bill, it would be illegal. But was that so now?

Mr. Serjt. *Parry* submitted that under the new Act 17 & 18 Vict. c. 83, a post-dated cheque was still illegal; but that, at all events, the cheque required a shilling stamp as a bill for £100 payable a day after date. Otherwise a cheque might be dated two months after it was given..

Mr. Baron BRAMWELL.—No doubt that is so, and that weighs upon my mind. And my brother Byles in his work on Bills, says,—"It should seem that a cheque may now be post-dated, but the point is doubtful; for a cheque post-dated is not really payable on demand." The point appears one of great doubt and difficulty, but, on the whole, I think the cheque is admissible.

Mr. Serjt. *Parry* offered to tender a bill of exceptions, but The learned JUDGE, doubting whether, under the Common Law Procedure Act, a bill of exceptions could be tendered, the ruling was that the document had the proper stamp.

It was proved that the plaintiff's cheque had been paid, but it was not proved that it was paid to Lacy, and it was drawn as above mentioned, payable to "cash," and the defendant swore he had not had any value for his cheque.

Mr. Serjt. *Parry* insisted that there was no evidence that the plaintiff's money had been paid to Lacy.

Mr. Serjt. *Shee*, in reply, urged that to sustain the defence it must be proved that the plaintiff gave no value for the cheque, as well as that the defendant got nothing for it.

Mr. Baron BRAMWELL recalled the banker's clerk, and elicited that it was usual to make cheques payable to "cash" when it was wished that they should be paid at the counter, and not go through the clearing-house; and afterwards, in summing-up, said he had been looking into the stamp law, and believed that his ruling as to the admissibility of the post-dated cheque was right. It was a pity the action had not been tried before a London jury, who were more familiar with cheques and draughts and cash accounts than country juries were. The defence set up as to the cheque being post-dated was not an honest defence, and he was glad there was an end of it. The honest defence was that no value had been given; but, though the defendant had sworn he had got nothing for the cheque, the plaintiff had sworn that he had given his cheque to Lacy at his request. Beyond all doubt, as the plaintiff's cheque had been paid, he had given full value for the defendant's cheque. The plaintiff was, therefore, clearly entitled to recover.

The jury considered a few minutes, and found for the plaintiff.

MIDLAND CIRCUIT.

NOTTINGHAM.

July.—The commission was opened in this town to-day by Lord Chief Justice Erle.

LEICESTER.

July 19.—The commission was opened in this town to-day by the Lord Chief Baron. There were only two causes entered for trial.

NORFOLK CIRCUIT.

BEDFORD.

July 18.—The commission was opened in this town to-day by Mr. Justice Wightman. There were only two causes entered for trial.

HUNTINGDON.

July 22.—The commission was opened in this town to-day by Mr. Justice Cockburn. There were only three causes entered for trial, two of which were marked for special juries.

OXFORD CIRCUIT.

STAFFORD.

July 21.—The commission was opened in this town to day by Mr. Justice Byles and Mr. Baron Blackburn.

The cause list contained an entry of twenty-five causes, ten of which were marked for special juries.

WESTERN CIRCUIT.

WINCHESTER.

NISI PRIUS COURT.—(Before Mr. Justice WILLIAMS and a Special Jury.

July 19.—*Barnes* v. *Minchin* (Administratrix). This was an action brough by the plaintiff who is a messman on board the *Excellent*, against the defendant, who is executrix of William Minchin, formerly an attorney at Portsea, to recover the sum of £400, supposed to be secured on a deed of reversion. It turned out that the deed was a forgery, and that the security was worthless. Reeves, Mr. Minchin's clerk, subsequently absconded. The plaintiff now sought to recover from the defendant, as executrix of the deceased solicitor.

The case on the part of the plaintiff was, that Mr. Minchin had been in the habit of leaving the conduct of his business to Reeves, so as to constitute him his general agent, to transact the business of the office, and there was also some evidence given of a conversation between the plaintift and Mr. Minchin which went to show that he must have had some knowledge that Reeves had been transacting the business relative to the advance.

The defence was that the whole transaction was a fraud by Reeves, and that he was not a general agent of Minchin, but a mere clerk, and that as Minchin had in NO way acted in the matter or knew of it, he was not liable.

The jury found for the plaintiff—Damages, £400.

NORTHERN CIRCUIT.

YORK.

CIVIL COURT.—(Before Mr. Baron WILDE.)

July 21.—*Middleton and Another* v. *The Mayor, &c., of Leeds.*—This was an action for money due for services, money paid, and on an account stated, to which the defendants pleaded never indebted.

It appeared that the corporation of the borough of Leeds have appointed certain attorneys as public prosecutors to institute the proceedings in all prosecutions arising in the borough at the sessions and at assizes. These were formerly paid out of the borough funds, but recently a portion of these expenses have, as well as a portion of the expenses of all county prosecutions, been paid out of the consolidated fund. Last year two persons named Raby and Smith committed extensive frauds in the town by getting up sham companies, and by pretending the shares in them were of great promise and value, obtaining from a great many persons large sums of money, among others from a Mr. Matthew Outhwaite, for certain shares in a supposed mine in Cornwall. They were charged with these frauds and committed for conspiring to defraud and for obtaining money by false pretences, to take their trial at York, and the chief constable was bound over to prosecute Mr. Outhwaite then wished his private attorneys, Messrs. Middleton & Son, who had got up the case, to conduct the prosecution, and those gentlemen applied with that object to the watch committee of the town council of Leeds, and by that body, through the town clerk, were informed that their application was acceded to under the circumstances, but that they must conduct the prosecution on the same terms as the public prosecutors, who are paid on a certain scale allowed by the Government. Mr. Middleton agreed to this, saying to Mr. Outhwaite, who was present, that he must pay the extra costs, to which Mr. Outhwaite assented. The prisoners Raby and Smith were charged with conspiring to defraud at York, and there was also a second charge of obtaining money by false pretences. They were tried and convicted on the first charge, and it was then discovered that the Court had no power to award costs, this being a misdemeanour to which the statutes empowering the Court to order costs to be paid out of the county or borough funds to prosecutors did not apply. The Corporation of Leeds on this ground refused to pay the bill of costs of Messrs. Middleton, saying that as the public prosecutors could have got no costs for prosecuting such a charge, they were not entitled to their costs, as the agreement was they were to prosecute on the same terms as the public prosecutors. Messrs. Middleton's bill of costs amounted to £183, of which they had paid out of pocket £105; their own profit was £19, and the rest was owing, as they had ceased to pay when they could not get paid by the corporation.

It was objected that the agreement of the Watch Committee did not bind the council, and further, that the contract was not under the corporate seal. These points were reserved.

His LORDSHIP, in summing up, said the servant of the corporation had been bound over to prosecute, and there was no doubt he would be liable for the costs, and the corporation through him if he employed an attorney to conduct the prosecution; and his Lordship expressed pretty plainly that the defence to the action was not a very creditable one.

The jury found a verdict for the plaintiffs for the whole amount claimed.

July 14.—*Reg.* v. *Joseph Lodge.*—An application was made to Mellor, J., in this case for an order upon the Yorkshire Banking Company, where the prisoner had an *account of* £10, that the prisoner's cheque should be honoured. The judge refused to make an order, but suggested to the

counsel for the prisoner that the cheque should be drawn by the prisoner, and presented in the usual manner.

July 16.— *Reg.* v. *Schofield.* — The counsel for the prisoner in this case applied to have the trial (after a true bill had been found by the grand jury) postponed till the following day on the ground that the prisoner was not prepared with his defence, inasmuch as the case was *numbered* 40 in the calendar, and the attorney for the prisoner had not expected the bill to go before the grand jury out of its turn. Upon an affidavit of the above facts having been made by the attorney, the judge consented to postpone the trial until the following morning.

Thomas Barker and James Ashwater were charged with burglary in the dwelling-house of Mr. Greenwood, at Wandsworth, in the West Riding. The deposition of the wife of the prosecutor was offered in evidence against them, on the ground that she was *unable to travel*, being close upon her confinement, under the 11 & 12 Vict c. 42, s. 17: no medical testimony however, was produced of the above facts. The case of *Reg.* v. *Stephenson* (10 W. R. 547), was quoted:—Mellor, J., in refusing to receive such deposition, remarked that the opinion of the judges at the present day seemed to be rather in favour of postponing the trial until the witness could appear than of admitting the deposition under similar circumstances to the present.

MANSION HOUSE POLICE COURT.

July 23.—James Clark Fenwick, 24, charged on his own confession with embezzling money to a large amount belonging to Messrs. Mason, Sturt, & Mason, solicitors in Gresham-street, to whom he had been a confidential clerk for some years, was placed at the bar before Alderman Sir F. G. Moon for further examination.

Since the prisoner was last before the Court the prosecutors had discovered that he had robbed them of about £1,600 in the whole during the last two years, and the way in which he had done this was related in evidence by Mr. William Sturt, one of the partners in the firm. The prisoner was intrusted to receive money due to them from clients, and it was his duty to enter in a cash-book and to pay in the amounts from time to time to their account at the Union Bank of London. In a number of instances he had appropriated the sums so received, and which were often considerable in amount, to his own use, and, by tampering with the bank pass-book, he had contrived to lull suspicion. Two cases in particular were relied on for the purposes of prosecution. On the 17th of September, 1861, he received on account of his employers £46 2s. 8d., and again, on the 14th of June last, £70 2s. 6d. from clients. With both those sums he had debited himself in the cash-book, and had written them off on the opposite side of the amount as having been paid in to the Union Bank, though, in point of fact, instead of paying in the money, he had appropriated it to his own use. The entries in the private pass-book of a customer who has an account at a bank are invariably, or ought to be, in the handwriting of the authorities at the bank, and ought to show the exact state of his account; but it was not so in this case. On the contrary, it was proved that the prisoner, though he had applied the £70 and the £46 odd to his own purposes, had himself entered them in the bank pass-book as if they had been actually placed to the credit of his employers at the bank. These two instances were selected out of many more to show the manner in which the fraud had been effected, and it is remarkable that the pass-book should have passed muster at the bank from time to time, and that the false entries contained in it should have remained undiscovered until the prisoner walked into the Bow-lane police station and made a voluntary confession of his guilt.

Mr. James Henry Dixon, the chief ledger-keeper at the Union Bank of London, was called and proved that no sum of £46 2s. 8d. or of £70 2s. 6d., was paid into the account of Messrs. Mason, Sturt, & Mason on the 17th of September, or the 14th of June last respectively, nor at any other time. He added, in reply to Mr. Goodman, that the entries in the private pass-book of those sums were not in the handwriting of any one in the bank, and that no one, except a clerk in the bank had any right to make an entry in any of its pass-books.

On receiving the usual caution from the Bench the prisoner declined to say anything in answer to the charge.

Sir F. MOON committed him to Newgate for trial.

Parliament and Legislation.

HOUSE OF LORDS.

Friday, July 18.

MERCHANT SHIPPING ACTS AMENDMENT BILL.

This bill was read a third time.

COPYRIGHT (WORKS OF ART) BILL.

This bill was read a third time.

Monday, July 21.

COMPANIES, &C., BILL.

The LORD CHANCELLOR, in moving the second reading of this bill, explained that similar measures had been introduced in 1858, 1859, 1860, and 1861, but, from various causes, had not passed the Commons, although they had been agreed to by their Lordships. This year, however, he had thought it desirable to commence in the House of Commons, where the measure had been maturely considered, before coming up to their Lordships. The great difficulty hitherto had been to provide facilities for the formation of companies, combined with proper safeguards, and another difficulty was to provide in a satisfactory manner for winding-up and dissolution. Another circumstance was that there were many statutes upon the subject; some of which were found difficult of construction and even conflicting, and with the whole of the matters to which he had referred this bill dealt.

The bill was read a second time.

Tuesday, July 22.

MERCHANDISE MARKS BILL.

This bill was read a second time.

Thursday, July 24.

DIVORCE COURT BILL.

On the motion for the second reading of this bill,

The Earl of DERBY, who presented a petition signed by 296 persons at Norwich, which had been forwarded to him that day, praying that their Lordships would reject this bill, observed that he could not support the prayer of this petition, because as the Act expired on the 31st day of the present month, he did not think it desirable that an end should be put to the Court at once, but at the same time he thought it was not unreasonable to ask that rather more time should be given to consider the propriety of continuing it for any length of time, or making it permanent. Certainly this Act had failed to effect some of the objects proposed by its promoters. It was not even pretended that this Act prevented the publication of many indelicate and even indecent cases; indeed, for one case brought forward before the passing of this Act there were twenty brought forward now and published in the newspapers He was not then expressing any opinion as to the expediency of continuing the Divorce Court as it existed, but the subject deserved anxious consideration, and he thought time should be given for its consideration before a measure of this doubtful description should be made permanent, and what he would suggest to the Government was to pass a short continuance Act, say for two or three years, and then permit inquiry to take place.

The LORD CHANCELLOR said that it would be remembered that when the Divorce Act was passed a clause was inserted enabling the Queen's proctor to intervene in cases brought before the Court, in order to prevent collusion between parties who sought to be released form their marriage vows. An amendment was inserted in the House of Commons limiting the power of the Queen's procter to intervene to two years in order to see how it worked, and the object of the present measure was not to make the Divorce Act perpetual, but to continue the power of the Queen's procter to intervene, which expired on the 31st of July, so long as the Act remained in force.

Lord REDESDALE had no objection to the present bill, but should have expressed himself strongly against any bill the object of which was to perpetuate the present Divorce Court, because he considered that the existence of that court held out great inducement to persons to endeavour to annul their marriages.

The Earl of DERBY said that the explanation of the noble lord on the woolsack would remove the apprehensions which existed as to any design to perpetuate the Divorce Court itself; and as the bill in reality was to continue a provision which in effect limited the operation of the Divorce Act to some extent in preventing collusion, he should offer no objection to it.

The bill was then read a second time.

HOUSE OF COMMONS.

Thursday, July 17.

JUDGMENTS LAW AMENDMENT BILL.

Mr. HADFIELD presented petitions from the Yorkshire and Liverpool Law Societies, and from the solicitors of Chester, in favour of this bill.

LUNACY REGULATION BILL.

This bill, as amended, was considered and agreed to.

Mr. BUTT moved an additional clause, giving power to the Lord Chancellor to supersede the commission or direct inquiry, if he thought proper to do so.

This clause was agreed to, and added to the bill.

The ATTORNEY-GENERAL proposed a clause leaving it to the discretion of the judge as to what evidence he should receive.

Mr. WHITESIDE characterised the clause as being one of the most absurd that had ever been framed, and the author of it a wiseacre. He moved that the latter part of the clause be omitted.

Ultimately, on the motion of Sir G. GREY, the debate was adjourned.

Friday, July 18.

CHARITY COMMISSIONERS' JURISDICTION BILL.

This bill was read a third time.

LUNACY REGULATION BILL.

On consideration of this bill as amended,

Mr. BOVILL moved an amendment in clause 3, the effect of which would be to extend the inquiry into the state of mind of an alleged lunatic beyond a period of two years.

The SOLICITOR-GENERAL and ATTORNEY-GENERAL opposed, and Mr. DENMAN supported, the motion.

The House divided.

For the amendment	6
Against	32
Majority against	—26

The bill was then considered and agreed to.

WRITS PROHIBITION.

On the motion of Mr. BOUVERIE, leave was given to bring in a bill to prohibit the issue of writs for actions of debt in the superior courts for sums of less than £5.

Monday, July 21.

THE RECENT CHANCERY ORDERS.—THE LAW WRITERS.

Mr. COX rose to call attention to the general rules and orders of the High Court of Chancery issued by the Lord High Chancellor on the 16th of May, 1862, and to move that "in the opinion of the house such rules and orders ought not to continue in force." Having explained that the effect of these orders was to substitute printed for written copies of affidavits and depositions in causes where issue had been joined, the hon. member said it might be asked what had the rules of Chancery to do with the House of Commons? The Act ordered that they should be laid before the two Houses of Parliament, and that, if either house within 36 days passed a resolution to that effect, the order should be in operation. Again, although the orders were to be laid on the table of the house "forthwith," they were not produced till the 17th of June, although issued on the 12th of May. When the order was issued it struck everyone that the object was to give a monopoly to a printer; and he had since heard that such was the fact: all the printing had gone to one printer, and there was not only no saving of expense, but the expense was increased. The printing was directed to be paid out of the Suitors' Fee Fund. The allowance was 8½d. per folio of 72 words and, the number of folios being 500,000 a-year, the additional cost would be £4,000 a-year. Solicitors were not affected by the order, for they were to be allowed, on taxation, what they charged for written copies. Suitors were to be neither injured nor benefitted: the only gainer was the printer, who had the monopoly; the loser was the Suitors' Fee Fund—a fund which the House of Commons would not allow to be touched when the government proposed to apply the money to the building of new law courts. The hon. gentleman concluded by moving his resolution.

The SOLICITOR-GENERAL said there could be no doubt that the House might, if they thought fit, interfere with the rules and orders which the judges of the Court of Chancery introduced for the purpose of regulating the business of that court. But they could not adopt such a course without running a considerable risk of sacrificing public interests for the purpose of securing some individual advantage, and at the same time impairing the administration of justice in matters in which it was impossible that they could be the most competent persons to pronounce a decision. It was obvious that the judges of the Court of Chancery could have had no other motive for proposing those new rules than the conviction which they entertained that they would by that means be facilitating the administration of justice. All measures of public utility must naturally interfere with some private interest; but that was no reason why they should not be adopted. The complainants in that case only came forward for the purpose of securing a personal gain; and the House would necessarily receive with considerable caution any statement proceeding from persons occupying such a position. The proceedings of the Court of Chancery had already been partly printed, and great convenience had been found to arise from that printing. The practice of printing bills in chancery had first been introduced in 1852, and it had been productive of a great advantage to the law stationers themselves; for the copying, which had previously been done by the court to the extent of £25,000 a-year, had been thrown open to them; and he was informed that the recent change would not withdraw from them more than a small portion of their business. The question the House had then to decide was whether they would defer to the opinion of the judges and of the officers of the Court of Chancery or to that of the law stationers. The presentation of legal documents in the most readable form had already been found to expedite the administration of justice; and accordingly they were printed in all cases that came before the House of Lords and the Privy Council. Under the new arrangement the expense of printing would amount to only 8½d. per folio; but the expense had hitherto varied from 1s. 6d. to 3s. 6d. per folio, and had amounted on the average to 1s. 7½d. per folio.

Mr. COX said that was the folio page which consisted of four-and-a-half folios of seventy-two words.

The SOLICITOR-GENERAL continued.—That was not the purport of the information with which he had been furnished. But however that might be, he believed that from the manner in which the business was henceforward to be conducted the cost of printing would be considerably reduced. The Suitors' Fund would sustain no loss under the new system. That was the conclusion at which the most experienced officers of the Court of Chancery had arrived after having carefully considered the subject. It was the belief not only of the Lord Chancellor, but of the Master of the Rolls, that the measure was an important improvement, and under these circumstances he trusted that the House would not interfere for the purpose of preventing its adoption.

The House then divided on the motion that the words proposed to be left out stand part of the question, and the numbers were—

Ayes	31
Noes	26
Majority	—5

The resolution of Mr. Cox was therefore rejected.

LUNACY REGULATION BILL.

This bill was read a third time and passed.

REAL PROPERTY (TITLE OF PURCHASERS) BILL.

The order of the day for going into committee on this bill was discharged, and the bill was withdrawn.

PROSECUTIONS EXPENSES BILL.

This bill was withdrawn.

BANKRUPTCY ACT (1861) AMENDMENT BILL.

Mr. Peel obtained leave to introduce a bill to amend the Bankruptcy Act, 1861, so far as it affects certain clerks and officers of the late Insolvent Debtors Court.

Wednesday, July 23.

JUDGMENTS, &c., LAW AMENDMENT BILL.

Mr. HADFIELD moved the second reading of this bill, the object of which was to make the law concerning judgments applicable to real estate as well as to personal property. He wished also by this bill to facilitate and cheapen the transfer of land.

Mr. HUMBERSTON seconded the motion.

The ATTORNEY-GENERAL moved as an amendment that the bill be read a second time this day three months. The measure was intended, no doubt, to benefit the purchasers and mortgagees of real estate; but, as he (the Attorney-General) contended, at the expense of the judgment creditors. The only

complaint against the existing law was, that in making the search expense was incurred. That was the only grievance or excuse set up for an extensive alteration of the law. The first clause of the bill proposed that no judgment should have effect as against a purchaser of land. This went further than the preamble of the bill or the first clause. Why was the judgment creditor to be sacrificed to the purchaser or the mortgagee of an estate merely for the purpose of saving a few shillings' expense in searching for judgments? Why, if such a bill as this were to pass, no landholder would be able to obtain a shilling of credit in respect of his land unless he went to the expense of a mortgage. He concluded by moving that the bill be read a second time that day three months.

Mr. HADFIELD said he would not put the House to the trouble of dividing.

The bill was then withdrawn.

LUNATICS LAW AMENDMENT BILL.

This bill was read a third time and passed.

STIPENDIARY MAGISTRATES BILL.

This bill passed through committee *pro forma*.

Thursday, July 24.

BANKRUPTCY ACT (1861) AMENDMENT BILL.

This bill was read a second time.

Recent Decisions.

EQUITY.

MISTAKE OF LAW.

Saxon Life Assurance Society; Re The Anchor Assurance Company's Case; The Era Assurance Society's Case V.C.W., 10 W. R. 724.

The maxim, *ignorantia legis neminem excusat*, has a much less extensive application than the crude generality of its terms would seem to warrant. It has never been doubted that a mistake of a fact would be relieved against in equity. But that the Court would grant a similar relief where the mistake was one of law was not until recently very clearly established. In the law of sales and purchases the rule *caveat emptor* scarcely admits of a single exception. The point came to be discussed in *Stone* v. *Godfrey*, 5 De G. M & G. 43, which was a bill to be relieved against a settlement on the ground of erroneous advice given to the plaintiff as to his being tenant by the courtesy. Lord Justice Turner, though holding that length of time and acquiescence constituted a bar to the suit, stated that he had no doubt as to the power of the Court to relieve against mistakes in law as well as mistakes concerning facts. The case of *Saunders* v. *Lord Annesley*, 2 Sch. & Lef. 73, is also an authority for the position mentioned. The principle upon which a mistake of a matter of law may be relieved against appears to be this, that so far as it constitutes the basis of a contract or purchase it is itself a fact. Matters of fact, it is commonly said, cannot be proved demonstratively, while matters that admit of demonstration, such as mathematical truths, are not supposed to be capable of being proved as facts. But although each description of matters has its own peculiar proof, it does not follow but that they may be also proved in more ways than one—because mathematical truths are facts. So also matter of law is in a certain sense matter of fact; and foreign laws should, prior to the passing of the Foreign Law Ascertainment Act of last session, be actually proved as facts. The reader will observe that a mistake of law, to be relieved against, must be the basis of a contract, and not relating to a matter supposed to be deducible from it. It must, for that reason, as also in order to give the plaintiff any *locus standi* in equity, be a mistake relative to a contract made for good consideration, and not merely voluntary. As to a mistake concerning the effect of a limitation, it is not usually relieved against for the foregoing reasons. Such is also the case in the absence of any other special equity, because if it relate to real estate such relief would in effect contravene the provisions of the Statute of Frauds. It is seldom, however, that a mistake concerning a mistake of law can become the subject-matter of a suit, except in cases where the contract is entered into by agents or the officers of public companies. In such cases, as the parties are not dealing with their own property, they may of course exceed their powers.

In the present case under an attempted amalgamation between two insurance companies, A. and B., A. transferred all its assets and policies, &c., while B. in consideration for this transfer, covenanted to pay all the debts and liabilities of A. C., a creditor of A., was no party to the attempted amalgamation, but accepted B.'s bond as a security for the debt originally due from A. The amalgamation was subsequently declared to be *ultra vires*, and invalid, and a claim against B. by C. had been disallowed. On a subsequent claim, however, by C. against A., the Vice-Chancellor held that C. was entitled to be replaced in his original position of creditor upon A., there having been a common mistake as to the abortive amalgamation against which C. would be relieved. The case differed from those in which a bond might from some subsequent cause fail. There had not been a failure of the consideration in consequence of subsequent circumstances; but it was a transaction which was absolutely void, and no consideration whatever had passed. It was such a mistake as, according to the principles we have stated, may be believed against in equity. We may observe, however, that there is perhaps no head of equity jurisprudence confined within more narrow limits than that of mistake of law—an inference readily suggested by the account we have given of the very peculiar nature of the kind of such mistakes relieved against.

PRACTICE—ORDER FOR COSTS—ATTACHMENT—CLERICAL ERROR.

In Re Reynolds, V. C. S., 10 W. R. 709.

Where an order had been made directing a solicitors bill of costs to be taxed, and directing payment of what should be found due within twenty-one days, from the date of the certificate, no further order for payment is necessary, and no subpœna for costs need be sued out. It is sufficient, in order to found an attachment, to serve a copy of the order properly endorsed and a copy of the taxing master's certificate on the party thereby certified to be liable to pay; and the circumstance that the party to receive is a corporation makes no difference if they, under their common seal, authorise any one to receive. But if the copy of the taxing master's certificate which is served be not a true copy, however slight the error, the attachment will be discharged with costs.

TRUSTEE ACT, 1850—APPOINTMENT OF NEW TRUSTEES.

In re Sheppard's Trusts, M. R., 10 W. R. 704.

In this case a petition for the appointment of new trustees had been presented by a person having only a contingent interest. Sir John Romilly, M.R., dismissed the petition with costs, observing that it was not the practice of, nor was it desirable for, the Court to make appointments of new trustees at the instance of persons who had merely contingent interests. In support of this decision his Honour referred to the cases of *Allan* v. *Allan*, 15 Ves. 130; *Dursley* v. *Fitzhardinge Berkeley*, 6 Ves. 251; *Belfast* v. *Chichester*, 2 J. & W. 439, and Mitford's Pleading, p. 156, 4th ed.

PRACTICE—DESCRIPTION OF PAPER ON WHICH ANSWERS ARE TO BE WRITTEN—ORDER 1, MARCH 6, 1860.

Harvey v. *Bradley*, M. R., 10 W. R. 705.

In this case the answer was written on paper not of the exact description required by the General Order of 6th March, 1860. An application was made that the Clerks of Records and Writs might file the answer, notwithstanding. Sir John Romilly, M.R., in giving leave for the answer to be filed, stated that the requisition made by the 1st rule of the General Order of March, 1860, as to the description of paper on which answers must be written before being filed must be strictly observed, and the Clerk of Records and Writs has no discretion to receive answers written on any other description of paper, and that in every case where the order is deviated from in this respect, a special application to the Court to allow the answer to be filed is necessary.

PLEADING—ANSWER—SUFFICIENCY.

Brooks v. *Boucher*, V.C.W., 10 W. R. 708.

In this case the bill charged a deceased trustee with a breach of trust, and prayed an account of the estate of the original testator, and of the trustee's estate, as against his personal representative, together with consequential relief. The defendant by his answer stated a settlement of the trust account, and a subsequent release, and declined to set out an account of the trustee's estate. To this answer the plaintiffs excepted for insufficiency. Sir W. P. Wood, V.C., decided that the plaintiffs were entitled to information on the point mentioned. He said "a very abridged account would be sufficient; but some sort of balance sheet should be set out to enable the plaintiffs to

know whether it is worth their while to abandon their suit against the defendant or not." He therefore allowed the exceptions.

REAL PROPERTY AND CONVEYANCING.

WAIVER OF FORFEITURE.

Langridge v. *Paine*, V. C. W., 10 W. R. 726.

The validity of transactions is greatly favoured in English law. The same wise policy that has at all times marked English commercial jurisprudence in its interfering as little as possible with individual discretion has also influenced the policy of our judicial tribunals in various ways—in discountenancing all tendencies to conflict with sound principles of public policy, in invalidating as a general rule contracts in restraint of trade, and in upholding a transaction at all hazards if it be in itself substantially unimpeachable. There is, accordingly, no maxim of our jurisprudence that is more frequently acted upon than the one *Benigne interpretationes chartarum faciendæ sunt propter simplicitatem laicorum ut res magis valeat quam pereat.* A converse rule to the one involved in the maxim cited is that conditions are not to be favoured. They are to be construed strictly; that is to say, breaches thereof are to be construed liberally. It is manifest that a rule of judicial policy would be imperfect and one-sided which would endeavour to validate a transaction so far as it depended upon the document embodying the contract, but would afterwards leave it to be scattered, like one of the sybil's leaves, to the winds. Conditions and defeazances were, accordingly, from the most remote antiquity, subjected to rules of peculiar strictness, so as to be deemed incapable of apportionment: *vide Dumpor's case*, and the notes thereto in Tudor's Leading Cases in Real Property and Conveyancing. This rule of construction, however, was so vigorously acted upon by the Courts as to defeat the very object of its first institution in rendering agreements less plastic than they ought naturally to be. Accordingly, the Legislature had to interfere, in order to sanction the suspension and apportionment of conditions and the waivers of forfeitures: *vide* 23 & 24 Vict. c. 38, Lord St. Leonards' Act to Amend the Law of Real Property. A large portion of equity jurisprudence has been constructed on the principle that penalties and forfeitures ought to be relieved against, when the thing intended to be secured by their reservation may be effectually obtained. Upon this ground the Court has always considered the breach of the condition for repayment in a mortgage deed as not divesting the mortgagor of his entire estate in equity, but as nevertheless leaving him an equity of redemption. The seemingly converse case of a mortgagee's being allowed to call in his money upon breach of a condition is exemplified in the present case, of the principle of which, strange to say, there are but few examples in the reports. The unreported case of *Demarne* v. *Royant*, before V. C. Wood, March 12, 1858, is, however, precisely in point with the present case. It was a mortgage of furniture to secure payment of four promissory notes, falling due at intervals of six months. Default was made in payment of the second note, and an action was commenced upon it. The mortgagee's solicitor received payment of the debt and costs in the action, but without prejudice to the mortgagee's right under the bill of sale. The mortgagor afterwards took possession of the furniture. Vice-Chancellor Wood granted an injunction until the hearing to restrain the mortgagee from keeping possession or selling. In the present case, shortly after the execution of a mortgage, it was agreed in writing that the mortgagee should not call in the money for two years, the mortgagor fulfilling his covenants. When the first half-year's interest became due the mortgagor failed to pay it on the day. Three weeks afterwards the mortgagee's solicitors gave notice that in consequence of his default the mortgagee would not wait the two years, but would exercise his right at discretion. At the same time the half-year's interest was demanded and paid. The mortgagee having afterwards commenced an ejectment, an injunction was granted by Vice-Chancellor Wood, to stay proceedings until the hearing. Lord St. Leonards' enactment authorises the apportionment of conditions, but does not affect the law of waivers *in se*. What before that statute was a forfeiture or a waiver of a forfeiture is the same still. In the present case there does not appear to be any ground to doubt that the forfeiture was waived by the acceptance of interest. It exemplifies the great liberality with which the Court construes waivers of forfeitures. For nothing *primâ facie*, and apart from its legal significance, appears less in effect a waiver than a receipt of the interest almost under protest that it was not to be deemed a waiver.

COMMON LAW.

AGENT, APPOINTMENT OF—CONSENT OF TENANT UNDER A LEASE.

Venning v. *Bray*, Q. B., 10 W. R. 561.

Whatever a man has power to do in his own right he may (except in one or two peculiar cases) appoint an agent to do for him, although one agent cannot nominate another to perform the subject of his agency: "*Delegatus, non potest delegare*," Smith's Merc. Law, p. 101.

An agent may be appointed by parol or by a deed under seal; and it seems to be settled that where an agent has to execute a deed, he must be appointed by a deed; but in *Hunter* v. *Parker*, 7 M. & W. 322, it was held that although an agent cannot bind his principal by deed, unless himself appointed by deed, yet the deed executed by an agent may sometimes bind the principal as a *writing*.

In the present case the Court of Queen's Bench held that a clause in a lease, appointing one to be an agent, and authorising him to receive the rents, and for that purpose "*his (the agent's) receipt was to be a good and sufficient discharge* from all liability," was no more than an appointment of an agent by a landlord, and therefore was revocable by such landlord without the consent of the tenant. The agent was not a party to the deed, and had no interest in the rents.

A distinction between a mere licence to do an act, and an authority to do the same coupled with an interest, is forcibly alluded to by Alderson, B., in giving judgment in *Wood* v. *Leadbitter*, 13 M. & W. 838, where he says that "a mere licence is revocable; but it frequently happens that what is called a licence is in truth something more: the licence is often connected with a *grant*; and a man cannot in general revoke the licence so as to defeat his own grant. So also a licence under seal is as revocable as if it had only been made by parol; and a licence by parol, coupled with a grant, is as irrevocable as if it had been made by deed, provided that the grant is one which can be made by deed. But a licence by parol, coupled with something incapable of being granted, is a mere licence, for it is not incident to a valid grant." So in the present case it was urged that although the jury had found that the agent had no interest in the rents, the above clause was a mere agreement or stipulation in the lease, expressly inserted for the convenience of the tenant, and ought not to be revoked without his consent. The Court, however, in holding that the intention of the parties was to be gathered from the deed itself, came to the conclusion that the clause was a mere licence to the tenant to pay the rent to the agent; and that the position of the agent was not that of a party to the deed, nor as one having an interest in the property, but simply as an agent of the landlord, and consequently was revocable by the latter, without the acquiescence or consent of the tenant.

PRACTICE—AMENDMENT—ADDING A DEFENDANT.

Garrard v. *Giubilei*, Ex. C., 10 W. R. 565.

The 222nd section of the 15 & 16 Vict. c. 76, (the Common Law Procedure Act, 1852), empowers the superior courts of common law, and every judge thereof, and any judge sitting at nisi prius, to amend all defects and errors in and proceedings in civil causes, and it also enacts that, "all such amendments as may be necessary for the purpose of determining in the existing suit the real question in controversy between the parties shall be so made."

This particular section of the above Act is said to have been passed with the view of extending and amplifying the powers of amendment given by the previous statute of 3 & 4 Will, 4, c. 32, which only applied to matters not material to the merits, and so the 222nd expressly provides for the determining *of the real matter in controversy*, though not perhaps put in issue in the suit; for cases no doubt do occur where through some mistake in the pleadings the real matter at issue is not raised upon the record.

When the power of amendment under this section has been improperly granted or refused by a judge at nisi prius, the Court sitting in banc has no power to review his decision, although a substantive application may be made to the Court for an amendment under its general jurisdiction. In the present case the assistance of the Court of Exchequer Chamber was sought to enable an amendment of the record to be made by a judge at the hearing by the addition of the name of the defendant. The case came before the Court on an action brought against the husband for a debt contracted by his wife *dum sola*, and it was urged that, for the sake of conformity, the wife's name ought to be added as a defendant under the above section, as no liability would attach to her. The Court, however,

refused the application, on the ground that the amendment would materially alter the question at issue. In a previous case of *Robins* v. *Doyle*, 3 Ell. & B. 396, the Court of Queens' Bench determined that the above section had no application when it was sought to amend the record by adding additional parties to the suit, because, as was there said, sect. 34, and the sections immediately following, provide specifically for all amendments for the mis-joinder and non-joinder of parties, and so it never was intended that the power of amendment given by those sections in certain cases should be materially affected by the 222nd section of the Common Law Procedure Act, 1852.

PRACTICE—CHANGE OF VENUE.

Hilton v. *Green*, Exch., 10 W. R. 627.

In local actions the venue must be alleged according to the truth of the fact; in transitory ones the plaintiff may lay his action in what county he pleases, subject to the right of the defendant to apply to have the venue changed. Under Reg. Gen. Hil. T. 1853, rule 18, no venue can be changed without a special order of the court, or a judge, unless by consent of the parties. This has been decided to mean that although it is more convenient, as a general rule, that the application to change the venue by rule or summons should be made before issue joined; still this shall not prejudice either party from applying, after issue joined, to lay the venue in another county, if it shall appear that it may be more conveniently tried in such county: *De Rothschild* v. *Shilston*, 8 Exch. 503; and a defendant may, if he pleases, rely only on the fact that the cause of action arose in the county to which he seeks to have the venue changed, which ground shall be deemed sufficient, unless the plaintiff shows that the cause may be more conveniently tried in the county in which it was originally laid, or gives some other good reason why the venue should not be changed.

In the present case it was considered by the Court of Exchequer to be a good ground of application on the part of the plaintiff to change the venue from the county in which the action had been tried, that the attorney for the defendant was the under-sheriff for the county, and had nominated the special jury in the previous action.

Scotland.

THE LAW OF MARRIAGE.

Another case has recently been decided in the Court of Session by Lord Ardmillan, in which the law of Scotland in regard to the constitution of an irregular marriage is curiously illustrated. In the present instance the pursuer has succeeded in obtaining the judgment of the Court in her favour, as wife of the defender. The pursuer is a young Highland woman named Margaret Mackinnon, uneducated and unable to speak English, and who in 1858 was servant to the defender, Mr. Patrick M'Donald, of Ardmore, in the island of Skye. After having sent her for a brief period to a school in Glasgow, the defender invited her to accompany him to America, explaining to her brother that he had fallen in love with her and would have married her, but was unable to make the requisite stay, and was apprehensive his relatives would interfere. He, however, made a promise of marriage, and they left Glasgow with their luggage addressed "Mr. M'Donald" and "Mrs. M'Donald." In passing through Liverpool, on the 4th of March, 1859, the defender signed a paper acknowledging the pursuer as his wife in the presence of two witnesses, and with this paper in her possession they sailed together for America. They returned to this country in May, having cohabited together in the interval, and at this stage some of the defender's friends interferred "to get him out of the scrape." The pursuer, who evidently did not understand the proceedings further than that there was a separation desired, agreed to give up the paper signed by the defender, and was induced to grant a discharge to the effect that the defender had promised to marry her but had refused to fulfil the promise. This discharge was given at a meeting of the parties at which the woman cried very much, and refused money when offered to her; and the legal gentlemen present deposed that they were not aware she did not understand English, and that the character of the proceeding was not explained to her in Gaelic. The Lord Ordinary held that the discharge could not be taken as a renunciation by the pursuer of her *status*, seeing the legitimacy of her child was also involved. For some time the pursuer and defender were parted, but before long he re-opened communication with her in affectionate terms, and on the 1st of December, 1859, he sent her back the acknowledgment of the 4th of March, telling her it would make her happier and would make the discharge of no use. In February, 1860, the pursuer gave birth to a female child, and the defender visited her and got the birth registered as that of a lawful child to himself, and to whom he gave his own mother's name. On the law applicable to this state of facts the Lord Ordinary says he has not felt much hesitation. Such an acknowledgment, communicated and accepted and followed by cohabitation, is, by the law of Scotland, sufficient to constitute marriage, unless a different intention—an intention to deceive others, or give a colour to concubinage, or escape from scandal by a pretext—shall appear. In much weaker cases a similar acknowledgment had been sustained by the Court. In this case the pursuer, a Scotch girl, dealing with a Scotch gentleman, never did live with him except while she held a written declaration of marriage of the most express and unequivocal character, while the defender's conduct had been so kind and considerate as to be unexplainable on any other view than that of marriage; for, though at different times he appeared to have yielded to the influence and remonstrances of others, his better feelings, his sense of duty and honour, and his real affection for the pursuer, brought him round again. The Lord Ordinary was, therefore, of opinion that the marriage had been established by sufficient evidence.

Foreign Tribunals and Jurisprudence.

FRANCE.

PROPERTY IN A NAME.

A person named Muller, who has for twenty years been owner of a furnished hotel, corner of the Rue de la Paix, commenced a suit against the Compagnie Immobilière to prevent it from giving the name of "Hotel de la Paix" to its establishment, that designation having been adopted by Muller for very many years. The Tribunal of Commerce, before which the suit was brought, ordered the Compagnie Immobilière to affix to the name of its hotel such a designation as would prevent all confusion or mistake as to name; and in consequence the company decided on calling the new building "Le Grand Hotel de la Paix." Muller, considering such a title as an aggravation of his position, as it implied that his was the Petit Hotel de la Paix, appealed, and the case was recently decided by the Imperial Court. The sentence declared that as Muller had for many years held an establishment called the "Hotel de la Paix," at the corner of the Boulevard des Capucines, no other hotel in the neighbourhood could take the same name, or one with the word "Grand" before that appellation. It therefore interdicted absolutely the Compagnie Immobilière to give to its hotel the name of "Grand Hotel de la Paix," and condemned it to pay the costs.

Correspondence.

ARTICLED CLERKS.—SELECTION OF BOOKS FOR STUDY.

I am about commencing to read for my examination in Hilary Term next, and as three hours per day (from 6 to 9 a.m.) is all the time I can possibly award to the task, I am very anxious to spend none of it unwisely. I shall be much obliged, therefore, if you will kindly favour me with your opinion as to how far my selection of books is judicious and complete. The number may appear very limited, but the time will not, I apprehend, admit of any addition to the list. Perhaps you will be so good, also, as to say whether or not the use of such books would be well. The following are the works referred to:—

Conveyancing.—Williams on Real Property; Williams on Personal Property.

Common Law.—Smith's Action at Law.

Equity.—Smith's Manual; Ayckbourn's Chancery Practice.

I may add that I have been in the profession upwards of nine years, and that I am fairly versed in the theory and practice of conveyancing, common law, and bankruptcy. Of equity I know literally nothing.

A very considerable number of the examination questions deal, I believe, with recent changes in the law; and if any of your subscribers can favour me with the name of a good work

accurately reporting modern alterations in the law of real property, I shall be very thankful. M. C. B.

July 21, 1862.

["M. C. B." has made a very good selection. He will find all the information he requires *ante*, pp. 361, 383. We know of no way in which he can so readily inform himself of the changes which have recently been made in the law, as by reading the back numbers of the *Solicitors' Journal*, and especially the notes of cases under the head of "Recent Decisions."]

CONSTRUCTIVE NOTICE.

He was in a quandary that first proposed that a register should be the only binding notice, I do not say of a judgment, but of a specific charge or interest. If you have, in fact, notice of such a charge or interest, at or before your purchase, you are bound in conscience; and not all the laws that were ever altered in committee can set you free. But we, your judges, cannot always tell what you actually know, or do not know; and must inform ourselves by evidence judicially as best we may. If, then, certain facts or circumstances, from which it is to be reasonably inferred that you had notice of such a charge or interest, are stated and proved before us, we are bound so to infer; and that charge or interest must prevail against yours. The question, mould it as you may, must always come back to this. But you cannot define, beforehand, what facts or circumstances shall or shall not be deemed sufficient to support this inference, because they arise out of, and vary with, the ever-changing course of dealing between man and man. It may well be that there have been extravagant rulings on the subject of constructive notice, which have caused inconvenience, and even injustice; but if so, either they were wrong-principled originally, and carry the brand on their foreheads, and should be overruled; or, they are no longer applicable to the altered state of circumstances in which we live, and therefore should and properly considered do, in fact, bind no more. The law of constructive notice will clear of itself with the laws of property if it has but fair play; but if you interfere in this, by act of law lords and aspirants, your act should be declaratory only, and the preamble drawn by some one who either has an established spleen against the judges who have caused the mischief, and want spirit to amend it, or at least by some one who might be purposely irritated against them for the occasion. But whatever you do, beware of definition; for it would be only a battle of words. The question of "might and ought to have known," is only the old, old story of reasonable notice in a new form; and you would but add to the difficulty that of construction. Try it by one clause or a hundred; call it or call it not, *dolus malus*, *culpa crassa negligentia*, *laches*, puritanical refinement, or sacrilegious tampering with the mysteries of conscience, or whatever else you please, you must come round to the thing meant by the word "fraud" at last. It is a question of degree, as will appear from the extremes. The vice is in the design, and not in the means. If you avoid notice by direct contrivance, you are bound; then if you avoid it by indirect contrivance, you are bound; then, if you do not exercise reasonable diligence in making inquiry, that is wilful, and if wilful, then indirect contrivance, and again you are bound. But you can define beforehand, neither what is avoiding notice, nor what is reasonable diligence; where fraud begins or where it ends; and though you may safely test these in most cases, you cannot in all; and in which ever form the question arises it is still but a single one. But then anger is cheap, "*odisse quam donare vilius constat.*" As your exchequer of invention runs low, you begin to quarrel with the sufferers, and quote Scripture—"*vigilantibus non dormientibus*," and so on, and say—"*Scire tuum nihil est, nisi te scire hoc, sciat alter*"—what is not notice to all, is notice to none; unless you get your notice through the register, your notice is nothing.—*Thoughts on Legal Discontent, VII.*

REGISTERED LETTERS.—On the 1st of August next, and thenceforward, the fee charged at all post-offices for registering inland letters during the present hours of registration will be reduced from 6*d.* to 4*d.* The registration fees on foreign and colonial letters will remain unaltered. At the metropolitan chief offices, at the London district offices (including the Lombard-street and Charing-cross branches), and at all provincial head offices, registration, whether for inland, foreign, or colonial letters, will be extended until the closing of the letter-box for each despatch, or until the office is closed for the night upon payment of a late fee of 4d. in addition to the ordinary registration fee. The post-office cannot undertake the safe transmission of valuable enclosures in unregistered letters. So sent, they are exposed to serious risk, but when registered they are practically safe. As a step, therefore, towards the more general registration of all such letters, it is intended not only to reduce the fee, but to treat as registered all letters unquestionably containing coin, even though they be posted without registration, charging them on delivery with a double registration fee—that is to say, a fee of 8d. in addition to the ordinary postage; and further, should it be found that any such letters cannot be registered in time to be forwarded by the mail for which they were posted, they will be detained for the next despatch. In the first instance, however, this course will be adopted only as regards letters posted in, or addressed to, or passing through, London—foreign and colonial letters excepted.

Public Companies.

BILLS IN PARLIAMENT

FOR THE FORMATION OF NEW LINES OF RAILWAY IN ENGLAND AND WALES.

The following bills have been read a third time and passed in the House of Lords:—

EAST GLOUCESTER.
EASTERN COUNTIES (EPPING LINES).
SPALDING AND BOURNE.
TOTTENHAM AND HAMPSTEAD JUNCTION.
WEST SHROPSHIRE.

The following bills have been read a third time and passed in the House of Commons:—

CARNARVONSHIRE.
CHARING CROSS (CITY TERMINUS).

Births, Marriages, and Deaths.

BIRTHS.

COLLIER—On the 20th inst., at Old Charlton, Kent, the wife of George Collier, Esq., Barrister-at-Law, of a daughter.
JOHNSTON—On the 22nd inst., at Kingston-on-Thames, the wife of Patrick Johnston, Esq., of a daughter.
NORTON—On the 20th inst., at 196, Camberwell New-road, the wife of Mr. Francis Norton, Solicitor, of a daughter.
YOUNG—On the 18th inst., the wife of Charles Vernon Young, Esq., of Arbour-square, Stepney, Solicitor, of a daughter.

MARRIAGES.

PLATT—GREGG—On Tuesday, the 22nd inst., at the Church of the Holy Trinity, St. Marylebone, Frederic William, the third son of the late Hon Sir T. J. Platt, Knight, one of the Barons of Her Majesty's Court of Exchequer, to Julia Maria, only daughter of the late Robert John Gregg, Esq., of Park-square, Regent's-park.
RYAN—LEFEVRE—On the 16th inst., at St. Martin's-in-the-Fields, Charles Lister, fourth son of the Right Hon. Sir Edward Ryan, to Jane Georgiana, fourth daughter of Sir John Shaw Lefevre, K.C.B.
WALLS—ATTWATERS—On the 19th inst., at St. Mary, Aldermary, Samuel Walls, Esq., of Kidbrook, Kent, to Elizabeth Ann Attwaters, widow of the late Charles Attwaters, Esq., Solicitor, and eldest daughter of Thomas Courtney, Esq., Wine Merchant, of Great St. Thomas Apostle, in the city of London.

DEATHS.

COLVILLE—On the 17th inst., at Bedford, Sophia, daughter of the late E. D. Colville, Esq.
CURRAN—On the 19th inst., at The Priory, Rathfarnham, near Dublin, John Philpot Curran, Esq., Barrister, Inner Temple.
FITCH—On the 21st inst., at Stockwell, Frances Harris Fitch, the eldest daughter of the late John Fitch, Esq., of Southwark.
JOYNER—On the 14th inst., at No. 5, Ely-place, Holborn, Mr. Joseph Samuel Joyner, for twenty-six years the faithful clerk of Messrs. Boys & Tweedie.
MAUGHAM—On the 16th inst., at the Law Society's Hall, of congestion of the liver, Robert Maugham, Esq., Secretary to the Incorporated Law Society, U.K.

London Gazettes.

Windings-up of Joint Stock Companies.

FRIDAY, July 18, 1862.

UNLIMITED IN CHANCERY.

British Provident Life and Fire Assurance Society.—Vice-Chancellor Kinderaley will, on July 28, at 1, make a call on the contributories of this society for five pounds per share.
Buller and Bertha Mine Company.—Petition for winding up, presented July 18, will be heard before Vice-Chancellor Wood, on July 26. Oliver-

son, Lavie, & Peachey, Solicitors for Petitioner, 8 Frederick's-pl, Old Jewry.

Great Western Coal Company.—Vice-Chancellor Kindersley purposes, on Aug 1 at 1, to make a further call on the contributories of this company for eleven pounds per share.

North Wheal Exmouth Mining Company.—The Master of the Rolls will, on July 24 at 12, proceed to make a call on the contributories of this company for five shillings per share.

TUESDAY, July 22, 1862.

UNLIMITED IN CHANCERY.

South Lady Bertha Copper Mining Company.—Vice-Chancellor Wood has appointed R. P. Harding, of 5 Serle-st, Lincoln's-inn, Official Manager of this company.

Times Fire Insurance Company.—The Master of the Rolls purposes, on Aug 1 at 12, to make a call on the contributories of this company for five shillings per share.

Tretoil and Messer Mining Company.—Vice-Chancellor Wood will, on July 28 at 3, make a call on the contributories of this company for ten shillings per share.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 18, 1862.

Allen, Sarah, Ridgway, near Frome, Somersetshire, Widow. Aug 20. Sol Towle, 15 New Boswell-ct, Lincoln's-inn.

Coulters, Maria, Alms-houses, Sawrey-pl, Bradford, Spinster. Oct 1. Sol Barret, Bradford.

Haliburton, Caroline Elizabeth Florence, Fowden-villa, Whitehead's-grove, Chelsea, Widow. Sept 9. Sol Webster, 15 New Boswell-ct, London.

Harridance, Samuel, Maldon, Essex, Baker. Sept 10. Sol Crick, Maldon.

Hawkins, Walter, formerly of 36 Finsbury-circus, but late of 5 Leonard-pl, Kensington, Esq. Sept 29. Sols W. & R. B. Baker, 3 Crosby-sq, Bishopsgate-st.

Iveson, John, Furze Coppice, near Marlborough, Wilts, Gent. Sept 1. Sol Blagg, St. Alban's, Herts.

Pennington, Samuel, Hallwell, Lancashire, Gent. Sept 10. Sols Briggs & Bailey, 25 Wood-st, Bolton.

Williamson, George, formerly of Gadesby, Leicestershire, but late of Leamington, Warwickshire, Esq. Aug 15. Sol Latham, Melton Mowbray.

TUESDAY, July 22, 1862.

Crowther, Edward, Much Wenlock, Salop, Farmer. Sept 1. Sol Cooper, Bridgnorth.

Hollingworth, William, jun., Great Grimsby, Lincolnshire, Cabinet Maker. Oct 31. Sol Veal, Great Grimsby.

Ludlow, Henry Christopher, Oriental Club, Hanover-sq, Middlesex, and of 14 Chapel-pl, Vere-st, Middlesex, Esq., M.D. Sept 1. Sols Baker, Baker, & Folder, 52 Lincoln's-inn-fields.

Staveley, Walter, Gainsborough, Lincolnshire, Gent. Sept 1. Sols Heaton & Oldman.

Warner, Thomas Lee, formerly of Thonock Hall, Lincolnshire, but late of Gainsborough, Esq. Sept 1. Sols Heaton & Oldman.

Wilkinson, Henry, Little Lever, Lancashire, Paper Manufacturer. Aug 1. Sols Watkins & Son, 20 Wood-st, Bolton.

Woods, William, Greaves, Scotforth, Lancashire, Ironmonger. Sept 5. Sols Hall & Son, Lancaster.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 18, 1862.

Clark, James, North-st, Jubilee-pl, Mile End, Middlesex, Gent. Aug 1. Clark v. Ogden, V. C. Stuart.

TUESDAY, July 22, 1862.

Cooper, Thomas, formerly of the Wellington Tavern, Communication-row, Licensed Victualler, but late of Sherborne-st, Birmingham, Coal Dealer. Nov 3. Cooper v. Upton, V. C. Stuart.

Griffith, William, Much Wenlock, Salop, Gent. Nov 8. Cooper v. Brookes, V. C. Kindersley.

Hoey, Henry O'Reilly, 32 Upper Brunswick-pl, Brighton, Esq. Oct 29. Hoey v. Hoey, M. R.

Weir, John Sims, Mecklenburgh-sq, Middlesex, Solicitor. Oct 29. Weir v. Weir, M. R.

Williams, William, Holbeck, Leeds. Nov 1. Rowlands v. James, V. C. Stuart.

Assignments for Benefit of Creditors.

FRIDAY, July 18, 1862.

Walker, George, Rye, Sussex, Sadler. June 28. Sols Burkitt, Curriers' Hall, London, and Butler, Rye.

TUESDAY, July 22, 1862.

Day, William, Eastwood, Nottinghamshire, Draper. July 3. Sols Campbell, Burton, & Browne, Nottingham.

Light, Richard, Market-place, Dudley, Grocer. June 25. Sol Marigold, Birmingham.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, July 18, 1862.

Allan, Walter, Hulme, Manchester, Builder. June 20. Assignment. Reg July 14.

Bell, James, Hexham, Northumberland, Surveyor of Taxes. July 9. Assignment. Reg July 17.

Brown, Joseph, John Wilde, & Edmund Barlow, Manchester, Manufacturers. June 20. Assignment. Reg July 16.

Compere, Thomas Bond, Norwich, Paper and Card Maker. July 14. Assignment. Reg July 17.

Hollingsworth, George, Sheffield, Builder. July 1. Assignment. Reg July 14.

James, Thomas, 293 Bute-st, Cardiff, Fruiterer. June 24. Conveyance. Reg July 16.

Kaufman, Louis, Market-st, Manchester, Cigar Dealer. July 2. Conveyance Reg July 15.

Kennedy, James, Newark-upon-Trent, Nottinghamshire, Tea Dealer. June 25. Assignment. Reg July 17.

Lenny, William, Ipswich, Suffolk, Carter. July 14. Composition. Reg July 15.

Manchester, Ratcliffe, Newcastle-upon-Tyne, Agent. June 18. Assignment. Reg July 13.

Mayes, George, 12 St John's-st, Bedford, Shoe Manufacturer. June 25. Arrangement. July 15.

Naisbit, Charles, sen, Gilesgate-moor, near the city of Durham, and Charles Naisbit, jun, Provision Dealer. June 23. Conveyance. Reg July 16.

Parker, Henry, & George Parker, 23 Queen's-row, Kennington-green, Surrey, Builders. July 2. Arrangement. Reg July 16.

Pottinger, George, Wantage, Berks, Coach Builder. June 28. Composition. Reg July 15.

Solomon, James, 41 Blackfriars-rd, Surrey, Grocer. June 18. Conveyance. Reg July 16.

Stone, William Spencer, 23 College-green, Bristol, Ironmonger. June 21. Conveyance. Reg July 16.

Thomas, William, Llanelly, Carmarthenshire, Master Mariner. June 28. Assignment. Reg July 17.

Walker, Edward, Trindon Colliery, Durham, Grocer. June 19. Conveyance. Reg July 17.

Wood, Ellen, London-rd, Manchester, Shopkeeper. July 3. Conveyance. Reg July 15.

Woods, Lucy, Burton-upon-Trent, Staffordshire, Milliner. June 18. Assignment. Reg July 16.

TUESDAY, July 22, 1862.

Arnold, Edwin, & Walter Brown Arnold, 3 Clement's-lane, London, Insurance Brokers. July 17. Conveyance. Reg July 18.

Back, George Walter, 137 Whitechapel-rd, Middlesex, Grocer. June 24. Assignment. Reg July 22.

Benn, Henry, Binbrooke, Lincolnshire, Draper. June 30. Conveyance. Reg July 19.

Bill, Elizabeth, Leeds, Glass and China Dealer. July 10. Assignment. Reg July 19.

Brown, William, Newcastle-upon-Tyne, Commission Agent. July 15. Assignment. Reg July 21.

Cartwright, George, Underley, Herefordshire, Furnishing Draper. June 20. Composition. Reg July 18.

Cork, Edwin Brook, High-st, Stratford, Essex, Baker. May 5. Composition. Reg July 22.

Dale, Robert, Park-lane, Congleton, Cheshire, Grocer. July 3. Conveyance. Reg July 17.

Fox, James, Bishop Auckland, Durham, Shoddy Manufacturer. June 25. Assignment. Reg July 21.

Griffin, Rupert, 9 Prospect-pl, Larkhall-lane, Clapham, Coal Merchant. July 16. Assignment. Reg July 22

Guilford, George, Tynemouth, Northumberland, Ship Owner. June 24. Assignment. Reg July 21.

Hankinson, George, Stockport, Cheshire, Cotton Waste Spinner. June 20. Assignment. Reg July 18.

How, William Alfred, Leicester, Grocer. July 8. Conveyance. Reg July 18.

Jakens, Joseph, Bury, Lancashire, Manufacturing Chemist. July 9. Conveyance. Reg July 19.

Langtree, Henry, 54 High-st, Hoxton, Builder. June 21. Assignment. Reg July 19.

Little, John, Post Office-pl, Rushholme, Lancashire, Grocer. June 30. Assignment. Reg July 18.

Newman, Samuel, Honor Oak Hill, Forest Hill, Surrey, Builder. July 15. Assignment. Reg July 21.

Parker, John, Ilkeston, Derbyshire, Provision Dealer. June 23. Assignment. Reg July 18.

Parkes, William, Stretford New-rd, Manchester, Baker. June 30. Assignment. Reg July 21.

Sowter, James, Ashbourne, Derbyshire, Whitesmith. July 8. Assignment. Reg July 21.

Sykes, William, Dewsbury, Yorkshire, Wool Merchant, John Riley, Batley, Rag Merchant, and James Willans, Batley Carr, Rag Merchant. July 12. Composition. Reg July 22.

Thompson, George, Boughton, Nottinghamshire, Wheelwright. June 23. Assignment. Reg July 21.

Wardle, Thomas, Hanley, Staffordshire, Ironmonger. July 3. Assignment. Reg July 21.

Watson, William, Chesham, Bucks, Butcher. July 25. Conveyance. Reg July 19.

Wilkins, William George, & Charles De Bruyn, 28 Threadneedle-st, London, Merchants. June 23. Inspectorship. Reg July 18.

Bankrupts.

FRIDAY, July 18, 1862.

Aldridge, James Wilby, Widford, Essex, Baker. Pet July 15. London, Aug 5 at 11. Sol Duffield, 30 Cornhill.

Ashworth, Thomas, Meadowhead, Milnrow, near Rochdale, Lancashire, Grocer. Pet July 15. Manchester, July 31 at 12. Sol Watson, Bury.

Balfour, James Hadden, 25 Cambridge-terrace, Cliff Town, Southend, Shipping and Insurance Agent. Pet July 16 (in forma pauperis). London, Aug 1 at 1. Sol Aldridge, 46 Moorgate-st.

Bartholomew, James, 80 Bolsover-st, Portland-place, Marylebone, Commission Agent. Pet July 16 (in forma pauperis). London, Aug 5 at 12. Sols Aldridge & Bromley, 46 Moorgate-st.

Benger, William, Lower Bury Town Farm, Highworth, Wilts, Farmer. Pet July 9. Swindon, July 26 at 10. Sol Rawlings, Melksham, Wilts.

Brennan, Charles, Hexham House, 10 Forth-place, Newcastle-upon-Tyne, Licensed Victualler. Pet July 12. Newcastle-upon-Tyne, Aug 4 at 10. Sol Joel, Newcastle-upon-Tyne.

Brook, Henry, Stainland, near Halifax, Woollen Manufacturer. Pet July 14. Leeds, Aug 4 at 11. Sols Bond & Barwick, Leeds.

Bryant, John, High-st, Notting-hill, Draper. Pet July 15. London, Aug 1 at 11. Sols Heather & Sons, Paternoster-row.

Bullin, William, Bowling Green Inn, Pemberton, Lancashire, Beerseller. Pet July 12. Liverpool, July 29 at 11. Sol Dodd, Liverpool.

Collens, Robert, 15 Mark-lane, London, Commission Agent. Pet July 14. London, Aug 1 at 12. Sol King, 24 College-hill.

Collinson, John, Kingston-upon-Hull, Coach Builder. Pet July 10. Leeds, July 30 at 12. Sol Pettingell, Hull.

Cox, James Henry, Dawlish, Devonshire, Grocer. Pet July 16. Newton Abbot, Aug 1 at 11. Sol Flood, Exeter.

Dallimore, Henry, Newport, Isle of Wight, Grocer. Pet July 14. Newport, July 30 at 11. Sol Joyce.

Davis, John, Carlton, Notts, Market Gardener. July 15. Nottingham, July 30 at 10. Sol Maples, Nottingham.

Dodd, George, Newport, Salop, Saddler. Pet July 15. Birmingham, Aug 11 at 12. Sols Smallwood, Newport, and James & Knight, Birmingham.

Dominy, Thomas Witt, Elysium-villas, Northumberland-park, Tottenham. Pet July 14. London, Aug 5 at 11. Sol Angell, 23 King-st, Guildhall.

Dowling, Joseph Arthur, 4 Walpole-st, Chelsea, Clerk in the Office of Examiners of Criminal Law Accounts. Pet July 15. London, Aug 5 at 10. Sol Godfrey, 5 South-sq, Gray's-inn.

Dudley, William Henry, Wolverhampton, Butcher. Pet. Wolverhampton, Aug 8 at 12. Sol Walker, Wolverhampton.

East, James, 59 Newgate Poultry Market, Newgate-st, Poultry Salesman. Pet July 14. London, Aug 5 at 11. Sol Jacken, 19 Basinghall-st.

Elms, James, 119 Chancery-lane, Refreshment-house Keeper. Pet July 15 (in forma pauperis). London, Aug 5 at 12. Sols Aldridge & Bromley, 46 Moorgate-st.

Fickling, John, Norfolk-yd, Westbourne-grove West, Bayswater, Livery Stable Keeper. Pet July 15 (in forma pauperis). London, Aug 5 at 11. Sols Aldridge & Bromley, 46 Moorgate-st.

Fitton, William, Rochdale, Lancashire, Travelling Draper. Pet July 15. Manchester, Aug 6 at 12. Sols Higson & Robinson, Manchester.

Gabriel, Thomas Garner, 103 Wurtemburg-pl, Clapham, Commission Agent. Pet July 15 (in forma pauperis). London, Aug 1 at 2. Sol Aldridge, 46 Moorgate-st.

Gardner, George, 10 Wilton-ter, Old Ford, North Bow, Commercial Traveller. Pet July 14. London, Aug 1 at 11. Sol Haynes, St Dunstan's-chambers, St Dunstan's-hill.

Gattrell, Richard, Fonthill Bishop, Wilts, Carpenter. Pet July 16. Shaftesbury, July 30 at 12. Sol Chitty, Shaftesbury.

Glazebrook, James, New Shoreham, Sussex, Licensed Victualler. Pet July 11. London, Aug 1 at 11. Sols Linklaters & Hackwood, 7 Walbrook.

Goodier, James, 19 Windsor-st, Chester, Baker. Pet July 14. Birkenhead, July 30 at 12. Sol Goldrich, Liverdool.

Hardingham, Robert, 16 Whimple-st, Plymouth, Hatter. Pet July 15. Exeter, July 30 at 12.30. Sols Elworthy, Curtis, & Dawe, Plymouth.

Halls, Henry, 4 Angel-lane, Stratford, Engine Driver. Pet July 16. London, Aug 1 at 1. Sols Preston & Dorman, 13 Gresham-st.

Harper, Thomas, Cheltenham, Gloucestershire, Newspaper Proprietor. Pet July 11. Cheltenham, July 30 at 11. Sol Wilkes, Gloucester.

Hart, Barnett, Bow-rd, Bow, Middlesex, Licensed Victualler. Pet July 14. London, Aug 1 at 11. Sol Murray, 20½ Great St Helens.

Hopkins, Stephen, Garndiffath, Trevethin, Monmouthshire. July 11. Pontypool, Aug 6 at 11.

Horton, Francis, Sheep-st, Cirencester, Gloucestershire. Pet July 15. Bristol, July 29 at 11. Sol Henderson, Bristol.

Howes, William, 23 St Mary's-sq, Lambeth, Commission Agent. Pet July 8. London, July 26 at 12. Sol Eaden, 9 Gray's-inn-sq.

Hutcheson, John Conroy, 77 Chancery-lane, Clerk in the Admiralty, Somerset-house. Pet July 14. London, Aug 1 at 2. Sols Harrison & Lewis, 6 Old Jewry.

Hyams, Moss, 7 Commercial-st, Whitechapel, Stationer. Pet July 16. London, Aug 5 at 12. Sol Solomon, 22 Finsbury-pl.

Irving, Thomas, Nottingham, Travelling Draper. July 15. Nottingham, July 29 at 11. Sol Maples, Nottingham.

James, Joseph, Market-sq, Hanley, Staffordshire, Bookseller. Pet July 16. Hanley, July 31 at 1. Sol Moxon, Hanley.

Jessett, James, Leicester, Cabinet Maker. Pet July 12. Leicester, Aug 1 at 10. Sol Pike, Leicester.

Jones, James David, Pontnewynidd, near Pontypool, Monmouthshire. June 10. Pontypool, Aug 6 at 12.

Jones, Robert, Birmingham-st, Willenhall, Staffordshire, Padlock Maker. Pet. Wolverhampton, Aug 8 at 12. Sol Cresswell, Willenhall.

Kaye, James, Blakehill, Shibden, near Halifax, Fancy Scarf Manufacturer. Pet July 16. Halifax, Aug 1 at 10. Sols Ingram & Baines, Halifax.

Longdon, George King, 25 Albert-st, Cheltenham, Stone Mason. Pet July 14. Cheltenham, July 30 at 11. Sol Boodle, Cheltenham.

Lucraft, Benjamin, 7 Wimbourne-st, New North-rd, Hoxton, Middlesex, Chair Maker. Pet July 16. London, Aug 5 at 12. Sols Marshall & Son, 12 Hatton-garden.

Mackenzie, John Mackay, 19 Adam-st, Adelphi, Adjutant of the 1st Cinque Ports Volunteer Rifle Corps. Pet July 16 (in forma pauperis). London, Aug 5 at 1. Sols Aldridge & Bromley, 46 Moorgate-st.

Manners, Frederick Erskine, 23 Blenhiem-st, Chelsea, Retired Commander in Her Majesty's Indian Navy. Pet July 15. London, Aug 1 at 12. Sol Davies, 9 Union-ct, Old Broad-st.

Oldknow, Samuel, 60 Guildford-st, Russell-sq, Middlesex, Attorney-at-Law. July 12. London, July 29 at 1. Sol Lewis, 2 Raymond's-bldgs, Gray's-inn.

Parker, Francis, & Samuel Parker, Northampton, Boot and Shoe Manufacturer. Pet July 3. London, Aug 1 at 12. Sols Linklaters & Co, 7 Walbrook, and Markham & Markham, Northampton.

Parnell, Horatio Inglis, Paulton-terrace, King's-rd, Chelsea, Commission Agent. Pet July 16 (in forma pauperis). London, Aug 5 at 1. Sols Aldridge & Bromley, 46 Moorgate-st.

Phillips, William, Ash-st, Wolverhampton, Commission Agent. Pet. Wolverhampton, Aug 8 at 12. Sol Smith, Wolverhampton.

Pickles, James, Skircoat-green, Halifax, Stone Mason. Pet July 14. Halifax, Aug 1 at 10. Sols Ingram & Baines, Halifax.

Powell, James, Cheltenham, Innkeeper. July 9. Cheltenham, July 30 at 11. Sol Wilkes, Gloucester.

Rabbit, Edward, 45 Pershore-st, Birmingham, Wholesale Furnishing Ironmonger. Pet July 15. Birmingham, Aug 11 at 12. Sol Parry, Birmingham.

Rixon, James, Towcester, Northamptonshire, Brickmaker. Pet July 7. Towcester, Aug 4 at 10. Sol Rands, Northampton.

Robinson, William, Richmond, Yorkshire, Solicitor. Pet July 16. Leeds, Aug 7 at 11. Sols Bond & Barwick, Leeds.

Scarabrook, John, 30 Great York-mews, Marylebone, Middlesex, Harness Maker. Pet July 15 (in forma pauperis). London, Aug 5 at 11. Sols Aldridge & Bromley, 46 Moorgate-st.

Scott, James Randall, 78 Park-st, Liverpool, Master Mariner. Pet July 15. Liverpool, July 29 at 3. Sol Grocott, Liverpool.

Searson, Thomas, Kilbourne, Derbyshire, Farm Bailiff. Pet June 28. Derby, July 30 at 12. Sol Leech, Derby.

Searson, Joseph, Kilbourne, Derbyshire, Farm Servant. Pet June 28 Derby, July 30 at 12. Sol Leech, Derby.

Shaw, Henry, 29 Noriand-rd, Notting-hill, Draper. Pet July 16. London, Aug 1 at 2. Sol Vaughan, 17 Titchborne-st, Edgware-rd.

Shepherd, James, Rochdale, Lancashire, Travelling Draper. Pet July 15. Manchester, Aug 6 at 12. Sols Higson & Robinson, Manchester.

Snow, William Joseph, 6 Park-place, Peckham, Surrey, Master Mariner. Pet July 14. London, Aug 1 at 1. Sol Aldridge, 46 Moorgate-st.

Stanton, the Rev. Lionel William, Arundel House, Notting-hill, Clerk. Pet July 16. London, Aug 5 at 12. Sol Dean, 27 New Broad-st.

Sutton, Joshua, Shardlow, Derbyshire. Pet July 16. Derby, July 30 at 12. Sol Leech, Derby.

Tommy, James Frederick, Pontshill, Weston-under-Penyard, near Ross, Herefordshire, General Dealer Pet July 12. Ross, July 29 at 12. Sol Wilkes, Gloucester.

Townsend, William Henry, Wolverhampton, Agent. Pet. Wolverhampton, Aug 8 at 12. Sol Walker, Wolverhampton.

Waddleton, Henry, Clarence-pl, Kilburn, Middlesex, Beershop Keeper. Pet July 15 (in forma pauperis). London, Aug 1 at 12. Aldridge, 46 Moorgate-st.

Wallnutt, Thomas, 24 George-st, Croydon, Major in the Militia. Pet July 15. London, Aug 1 at 11. Sols Lawrance, Plews, & Boyer, 14 Old Jewry-chambers.

Webster, John, High-st, St Botolph, Lincoln, Journeyman Wheelwright. Pet July 14. Lincoln, July 28 at 12. Sols Brown & Son, Lincoln.

Weir, William, Brynmawr, Breconshire, Travelling Draper. Pet July 3. Bristol, July 29 at 11. Sols Busfeild & Co, Bradford, and Bevan, Press, & Inskip, Bristol.

Weston, Jasper, River, near Dover, Schoolmaster. Pet July 15. London, Aug 5 at 11. Sol Wells, 47 Moorgate-st.

Williams, William, Corwen, Merionethshire, Apothecary. July 12. Liverpool, July 28 at 12.

Williamson, James, 9 Love-lane, Eastcheap, London, Coffee and Eating-house Keeper. Pet July 12. London, Aug 1 at 11. Sol Bramwell, 17 Southampton-bldgs.

Williamson, James, Arno-rd, Oxton, Cheshire, Clerk. Pet July 16. Birkenhead, July 30 at 10. Sol Rymer, Liverpool.

Willis, William, Burnley-rd, within Accrington, Lancashire, Millwright. Pet July 12. Accrington, Aug 12 at 12. Sol Clarkson, Accrington.

Wilson, Robert, Little-mill, Cockermouth, Cumberland, Flour Miller. Pet July 7. Newcastle-upon-Tyne, July 28 at 11. Sol Atkinson, Whitehaven, and Hoyle, Newcastle-upon-Tyne.

Wolheim, Soloman, 70½ Lower Thames-st, Leather Merchant. Pet July 8 London, Aug 1 at 12. Sol Angell, 23 King-st, Cheapside.

Wood, Robert, Agard-st, Derby, Grocer. July 10. Derby, July 30 at 12. Sol Leech, Derby.

TUESDAY, July 22, 1862.

Ashton, George, 3 Moss-st, London-rd, Liverpool, Tailor. July 14. Liverpool, Aug 2 at 11.30.

Atkinson, John, 396 Rochdale-rd, Manchester, Druggist. July 14. Manchester, Aug 4 at 11. Sol Gardner, Manchester.

Austin, Thomas, Pontygwindy, near Caerphilly, Glamorganshire. July 9. Bristol, July 31 at 11. Sol Brittan, Bristol.

Badman, Alfred Richards, Weston-super-Mare, Somersetshire, Builder. Pet. Weston-super-Mare, Aug 9 at 11. Sols Smith & Raby.

Bailey, Joseph, 40 Chestergate, Macclesfield, Provision Dealer. Pet July 19. Macclesfield, Aug 4 at 11. Sol Barclay, Macclesfield.

Barnes, John William, Green Dragon-yd, King-st, Regent-st, Westminster, Carpenter. Pet July 19. London, Aug 5 at 2. Sol George, 2 Lincoln's-inn-fields-chambers.

Barton, William, Russell-st, Cambridge, Fishmonger. Pet July 16. Cambridge, July 31 at 12.30. Sol Hunt, Cambridge.

Bennett, Job, New Chapel, Wolstanton, Staffordshire, Brickmaker. Pet July 16. Birmingham, Aug 11 at 12. Sols Hodgson & Allen, Birmingham.

Boak, John, South Shields, Durham, Labourer. Pet July 8 (in forma pauperis). Durham, Aug 1 at 11. Sol Thompton & Lisle, Durham.

Bourn, Thomas, Upper Howsell, Worcestershire, Brickmaker. Pet July 14. Worcester, Aug 7 at 11. Sol Wilson, Worcester.

Brown, John, Horncastle, Lincolnshire, Fishmonger. Pet July 18. Horncastle, Aug 6 at 11. Sol Adcock, Horncastle.

Cartlidge, Thomas, Stoke-upon-Trent, Staffordshire, Beerseller. Pet July 15. Stoke-upon-Trent, July 29 at 11. Sol Stevenson.

Coates, Thomas, 3 Prospect-row, Sunderland, Durham, Innkeeper. Pet July 11. Sunderland, Aug 1 at 4. Sol Robinson, 23 Lambton-st, Sunderland.

Collis, Thomas, Stocking Pelham, Herts, Wheelwright. Pet July 17. Bishops Stortford, Aug 4 at 12. Sols Probert & Wade, Saffron Walden.

Craggs, George, 25 Bedford-st, Toxteth-pk, Liverpool, Provision Merchant. July 18. Liverpool, Aug 2 at 12.30.

Deacon, James, jun, Coventry, Cabinet Maker. Pet July 17. Birmingham, Aug 11 at 12. Sol Davis, Coventry, and Hodgson & Allen, Birmingham.

Denton, Benjamin, Queen's Head, York, Stone Dresser. July 15. Halifax, Aug 4 at 10. Sol Haigh, Huddersfield.

Dunham, Francis, Hill-st, Verulam-rd, St Albans, Herts, Builder. Pet July 10. St Albans, Aug 2 at 12. Sol Annesley, St Albans.

Eddison, Anne Maria, 5 Wimpole-st, Cavendish-sq, Milliner and Dressmaker. Pet July 18. London, Aug 5 at 1. Sol Earle, 29 Bedford-row.

Ellison, Thomas, 43 Circus-st, Liverpool, Baker. Pet July 17. Liverpool, Aug 2 at 11. Sol Toulmin, Liverpool.

Eyre, Wright Henry, Lincoln, Grocer. Pet July 21. Kingston-upon-Hull, Aug 13 at 12. Sol Toynbee.

Franklin, George, Deeping St James, Lincolnshire, Grocer. Pet July 10. Nottingham, Aug 15 at 11. Sols Brown & Son, Lincoln.

Gilbert, Paul, Birmingham, Jeweller. Pet July 17. Birmingham, Aug 15 at 12. Sols Baker and Wright, Birmingham.

Goaring, Joseph, Mosterton, Dorsetshire, Farmer. Pet June 21. Chard, Aug 4 at 11. Sol Jolliffe, Crewkerne.

Graham, John, Rusholme, near Manchester, Bookkeeper. Pet July 18. Manchester, Aug 12 at 9.30. Sol Dawson, Manchester.

Grimley, John, Norton-juxta-Kempsey, near Worcester, Tailor. Pet July 14. Worcester, Aug 7 at 11. Sol Wilson, Worcester.

Griffiths, Jacob, Halesowen-st, Oldbury, Worcestershire, Pit Manager. Pet July 17. Stafford, July 30 at 2. Sol Jackson, Westbromwich.

Hanson, George Huskinson, New Bolingbroke, Lincolnshire, Chemist, Pet July 21. Kingston-upon-Hull, Aug 30 at 12. Sol Brackenbury. Alford.

Harvey, John, Birmingham, Sword Cutler. Pet July 19. Birmingham, Aug 15 at 12. Sol Parry, Birmingham.

Hatch, Josiah Joseph, 35 Judd st, Euston-rd, Working Furrier. Pet July 18 (in forma pauperis). London, Aug 1 at 3. Sol Aldridge, 45 Moorgate-street.

Hazlehurst, Samuel, 15 Chichester-pl, Gray's-inn-rd, Middlesex, Watch and Clock Maker. Pet July 15. London, Aug 1 at 3. Sol Rodgers, 61 Chancery-lane.

Higginson, William, Pembroke-pl, London-rd, Liverpool, Coal Dealer. July 14. Liverpool, Aug 2 at 12.

Hill, William, Chester-st, Manchester, Butcher. Pet July 17. Manchester, Aug 12 at 9.30. Sol Swan, Manchester.

Hind, William, Kibworth Beauchamp, Leicestershire, Painter. Pet July 19. Market-Harborough, Aug 5 at 11. Sol Rawlins, Market Harborough.

Holloway, Edward, France-lane, Dawley, Salop, Iron Roller. Pet July 15. Madeley, Aug 16 at 12. Sol Taylor, Wellington.

Horn, John, Montague-pl, Brighton, Licensed Victualler. Pet July 17. Brighton, Aug 6 at 11. Sol Goodman, Brighton.

Hullah, William, Monk-st, Wakefield, Commission Agent. July 17. Kingston-upon-Hull, Aug 4 at 12.

Hussey, George Peter, Milton, near Sittingbourne, Kent, Woolstapler. June 18. London, Aug 5 at 2. Sols Oliverson, Lavie, & Peachy, 8 Frederick's-place, Old Jewry.

Hyams, Emanuel, St Andrew's Hall Plain, Norwich, Dealer in China. Pet July 14. London, Aug 9 at 12. Sol Doyle, 2 Verulam-bldgs, Gray's-inn.

James, Thomas, Cheltenham, Gloucestershire, Carpenter. July 9. Cheltenham, Aug 5 at 11. Sol Wilkes, Gloucester.

James, William, 3 Zion-st, Sunderland, Durham, Fisherman. Pet July 11. Sunderland, Aug 1 at 4. Sol Robinson, 23 Lambton-st, Sunderland.

Jessop, Henry Edward, 19 George-st, Euston-sq, Medical Student. Pet July 19. London, Aug 9 at 12. Sol Hughes. 52 Lincoln's-inn-fields.

Johnson, James Joseph, Tanner's-lane, Pendleton, Lancashire, Silk Finisher. July 14. Manchester, Aug 4 at 11. Sol Gardner, Manchester.

Key, Henry, 22 Newgate-st, Clerk in the General Post Office. Pet July 18. London, Aug 1 at 2. Sols Sydney & Son, 46 Finsbury-circus.

King, Abraham, Spittlegate, Grantham, Wheelwright. Pet July 19. Grantham, Aug 2 at 4. Sol Hebb, Lincoln.

Knowles, Ralph, Taylors-row, Sutton, near St. Helen's, Lancashire, Greengrocer. July 14. Liverpool, Aug 2 at 11.30. Sols Evans, Son, & Sandys. Liverpool.

Lavery, Robert, & Charles Crockwell, Manchester, Wine and Spirit Merchants. Pet July 12. Manchester, Aug 8 at 12. Sols Higginson & Robinson, Manchester.

Leigh, William, Warrington, Lancashire, Grocer. Pet July 19. Manchester, Aug 5 at 12. Sol Leigh, Manchester.

Lechevin, Pierre Francois, Merchant, 18 Southampton-ter, Waterloo-rd, Surrey. Pet July 18 (in forma pauperis). London, Aug 1 at 3. Sol Aldridge, 46 Moorgate-st.

Lintott, Bernard, 10 Atwell-rd, Rye-lane, Peckham, Commission Agent. Pet July 18 (in forma pauperis). London, Aug 9 at 12. Sol Aldridge, 46 Moorgate-st.

Lloyd, Thomas Hilton, Manchester, Law Stationer. Pet July 18. Manchester, Aug 4 at 11. Sols Rowley & Sons, Manchester.

Marshall, John, Marsh-lane, Bootle-cum-Linacre, Lancashire, Cowkeeper. Pet July 18. Liverpool, Aug 4 at 3. Sol Blackhurst, Liverpool.

Middleton, Alfred, Mauchester, Silk and Cotton Broker. Pet July 15. Manchester, Aug 5 at 11. Sol Boote, Manchester.

Nicholls, Silas, 2 Hope-cottage, Southgate-rd, De Beauvoir Town, Middlesex, Architect. Pet July 19. London, Aug 5 at 2. Sol Marshall & Son, 12 Hatton-garden.

Nisbett, William, Quarrington-hill, Durham, Surgeon. Pet July 8. Durham, Aug 1 at 11. Sols Thompson & Lisle, Durham.

Oakes, John, Tunstall, Staffordshire, Ironmonger. Pet July 19. Birmingham, Aug 11 at 12. Sols Hodgson & Allen, Birmingham.

Orris, George, St. James-st, St. James, Norwich, Chemist. Pet June 18. Norwich, Aug 4 at 11. Sol Tillett. Norwich.

Peake, William, Abergavenny, Monmouthshire, Fishing Tackle Manufacturer. July 11. Abergavenny, Aug 5 at 10. Sol Sayce, Abergavenny.

Perraton, James, 22 King-st, Snowhill, Stationer. Pet July 18. London, Aug 5 at 1. Sol Buchanan, 13 Basinghall-st.

Poole, William Henry, 49½ Bridge-st, St. Clement, Cambridge, Lay Clerk. Pet July 18. Cambridge, Aug 4 at 12.30. Sols Whitehead & French, Cambridge.

Prim, Langrishe, 8 South-ter, Grosvenor-pk, Camberwell, Clerk at the International Exhibition. Pet July 9. London, Aug 1 at 3. Sol Buchanan, 1 Walbrook-bldgs.

Purkis, Charles, Cressing, Essex, Carpenter. Pet July 14. Braintree, Aug 1 at 10. Sol Cardinall, Halstead, Essex.

Radford, William Morgan, Camden-pl, Swansea, Licensed Victualler. Pet July 17. Swansea, Aug 7 at 12. Sol Morris, Swansea.

Riley, William, 19 Patriot-sq, Bethnal-green, Carpenter. Pet June 30. London, Aug 9 at 11. Sols Howard, Halse, & Trusham, 66 Paternoster-row.

Ritchie, Charles, 7 Fell-st, London, Stationer. Pet July 12. London, Aug 1 at 1. Sols West & King, 3 Charlotte-row.

Schutz, John, High-st, Wandsworth, Surrey, Dealer in Berlin Wool. Pet July 17. London, Aug 5 at 1. Sol Michael, 7 Old Jewry.

Shutt, John, Bradley, Staffordshire, Farm Bailiff. Pet July 15. Birmingham, Aug 15 at 12. Sols James & Knight, Birmingham, and Hand, Stafford.

Slater, John, Market Rasen, Lincolnshire, Newsvendor. July 15. Kingston-upon-Hull, Aug 13 at 12.

Steggall, Robert, Saxtead, Suffolk, Journeyman Miller. Pet June 16 (in forma pauperis). Dartford, July 31 at 10. Sol Jones, Colchester.

Stickland, Robert, 2 Bartlett's-court, Holborn-hill, Carpenter. Pet July 16. London, Aug 1 at 3. Sols Fisher & Sons, 162 Aldersgate-st.

Style, Samuel, 148 Central-st, King-sq, Middlesex, Watch Manufacturer. Pet July 19. London, Aug 9 at 1. Sol St. Aubyn, 38 Moorgate-st.

Tomlinson, Henry, 80 Balsal Heath-rd, Birmingham, Commission Agent. Pet July 18. Birmingham, Aug 11 at 12. Sol Walford, Birmingham.

Tozer, John, Brixham, Devonshire, Accountant. Pet July 16. Totnes, Aug 2 at 11. Sol Taylor, Devon.

Waters, Jean Maddocks, 12 Hadley-st North, Camden New Town, Builder. Pet July 17 (in forma pauperis). London, Aug 5 at 1. Sols Aldridge & Bromley, 46 Moorgate-st.

Watson, Sarah, Marshall-st, Manchester, Fishmonger. July 14. Manchester. Aug 1 at 11. Sol Gardner, Manchester.

Webber, John Hulsh, 6 Caroline-st, Bedford-sq, Middlesex, Attorney-at-Law. Pet July 14. London, Aug 1 at 1. Sols Lawrence, Plews, & Boyer, 14 Old Jewry-chambers.

Yarrow, James Smitch William, 12 Bucklersbury, Wine Merchant. Pet July 19. London, Aug 5 at 2. Sol Chidley, 25 Old Jewry.

WIGGINTON LODGE ESTATE,

In the Parish and Borough of Tamworth, in the County of Stafford.

TO be SOLD by AUCTION, by E. & C. ROBINS on THURSDAY, the 7th day of AUGUST next, at FOUR o'clock in the afternoon, at the HEN AND CHICKENS HOTEL, in NEW-STREET, BIRMINGHAM, subject to conditions which will be then produced—the capital FREEHOLD ESTATE, comprising the Mansion House and Offices, Park, Paddocks, Pleasure Grounds, Plantations, Gardens, and Vineries, known as "Wigginton Lodge," and several closes of Pasture and Meadow Land surrounding. The Mansion House has a south-western aspect, and is within one mile of the Railway Stations and the town of Tamworth. Also, several closes of rich and productive Land, lying contiguous and near thereto; and a small Farm, Farm House, and buildings, at Coton. The whole estate comprises about 122 acres of very valuable Meadow, Pasture, and Arable Land, and will be offered in the following lots:—

	A.	R.	P.
Lot 1.—The Mansion House and offices, park, paddocks, pleasure grounds, plantations, gardens, and vineries, known as "Wigginton Lodge," Pasture and Meadow Land, carriage drives, lodges, fish ponds, and servants' detached cottages and gardens, being the parts numbered 1 to 8, both inclusive, and coloured red on the plan; and containing	39	0	8
Three closes of Pasture Land adjoining, in the occupation of Mr. Thomas Wallis, numbered 9, 10, and 11, coloured red on the plan; and containing	26	2	0
One close of Meadow Land adjoining, in the occupation of Mr. William Jones, numbered 12, and coloured red on the plan; and containing	3	1	20
Total of Lot 1	68	3	28

The lands lie in a ring fence, and are situate on the western side of the Burton and Tamworth Turnpike Road, from which there is a main carriage drive to the park and residence.

The mansion house comprises entrance hall, breakfast room, dining room, and double drawing room, billiard room on the chamber floor, seven bed rooms, three dressing rooms, six maid servants' rooms, water closets, and two men servants' rooms, stabling for nine horses, ample carriage room, and all the subordinate offices for the comfort and convenience of a large family; and being in a good hunting country, it is very attractive as a residence.

The mansion house stands on an elevated part of the estate, and fronts to the south-west across the park, which has a gentle incline, and in view is the castle and church of Tamworth, and the beautiful range of hills of Hints and Hopwas on the opposite side of the river.

The Tamworth Station of the Trent Valley and Midland Lines of Railway bring this residence within three hours of London, Manchester, and Liverpool, and three-quarters of an hour of Birmingham.

Lot 2.—Three closes of most productive land, having a long frontage to the Burton and Tamworth turnpike road, numbered 13, 14, and 15, and coloured green on the plan; and containing 17a. 2r. 12p.

This lot is in the occupation of Mr. Thomas Wallis, as yearly tenant.

Lot 3.—A valuable close of accommodation land, adjoining the Staffordshire Moor and the estate of Sir Robert Peel, Bart., numbered 16, and coloured yellow on the plan; and containing 3a. 3r. 12p.

This lot is in the occupation of Mr. Thomas Clarson, as yearly tenant.

Lot 4.—Two valuable closes of accommodation land, situate near Mace's Bridge, Tamworth, and bounded by the estate of Sir Robert Peel, Bart., and the Trent Valley Railway, numbered 17 and 18, and coloured blue on the plan; and containing 7a. 0r. 33p.

This lot is in the occupation of Mr. William Lunn, as yearly tenant.

Lot 5.—A small farm of most excellent meadow and market garden land, situated at Coton, adjoining the River Tame, at Hopwas Bridge, with the newly-built comfortable house, and barn, stable, cow-houses, piggeries, and other out-buildings, numbered 19 to 23, both inclusive, and coloured purple on the plan; and containing 24a. 2r. 23p.

This lot is in the occupation of Mr. William Jones, as yearly tenant.

The estate is free from tithe and land tax. The infrequency of sales of property in the neighbourhood of Tamworth renders the present opportunity worthy the attention of persons seeking a residence or the investment of capital.

Lot 1 may be inspected on application at Wigginton Lodge, by Tickets, to be procured of the Auctioneers, Birmingham; and the respective tenants will show the other lots.

Particulars of sale and plans of the estate, and further information, may be had on application to Messrs. J. W. & G. WHATELEY, Solicitors, Waterloo-street, Birmingham; Messrs. WHITE & BORRETT, Solicitors, 6, Whitehall-place, London; Mr. COUCHMAN, Land Agent, Waterloo-street; or E. & C. ROBINS, Surveyors and Auctioneers, New-street, Birmingham.

CHANCERY-LANE.

To Bankers, Public Companies, Builders, and others.—Important Freehold Building Ground, with frontages to Chancery-lane, Carey-street, and Star-yard.

MESSRS. FAREBROTHER, CLARK, and LYE are instructed by the Directors of the Law Fire Insurance Society to SELL, at GARRAWAY'S, Cornhill, on WEDNESDAY, the 30th of JULY, at TWELVE (unless previously disposed of), an important and valuable FREEHOLD PLOT of BUILDING GROUND, in Chancery-lane and corner of Carey-street, having a frontage to the former of 55f. 9in., and to the latter of 148ft. 6in., and to Star-yard of 55ft. 9in., containing an area of about 9,000 superficial feet. The central situation of this great business thoroughfare renders the site highly desirable for the erection of a branch bank, offices for public companies, restaurant or grand hotel, chambers, or for any other commercial purposes requiring extensive space, with the advantages of good light on all sides and easy access from every part of the metropolis, and with the intended concentration of the new law courts, and the alterations attendant thereon in this locality, will further enhance the value of all available ground and property for business purposes.

Particulars and plans may be had of Messrs. HARRISON, BEAL, & HARRISON, 19, Bedford-row, W.C.; of T. BELLAMY, Esq., 8, Charlotte-street, Bedford-square; GEO. POWNALL, Esq., 60, Lincoln's-inn-fields, W.C.; at Garraway's Coffee-house, Cornhill, E.C.; and of Messrs. FAREBROTHER, CLARK, & LYE, 6, Lancaster-place, Strand.

To Landowners, the Clergy, Solicitors, Estate Agents Surveyors, &c.

THE LANDS IMPROVEMENT COMPANY is incorporated by special Act of Parliament for England, Wales, and Scotland. Under the Company's Acts, tenants for life, trustees, mortgagees in possession, incumbents of livings, bodies corporate, certain lessees and other landowners, are empowered to charge the inheritance with the cost of improvements, whether the money be borrowed from the Company or advanced by the landowner out of his own funds.

The Company advance money, unlimited in amount, for works of land improvement, the loans and incidental expenses being liquidated by a rent-charge for a specified term of years.

No investigation of title is required, and the Company, being of a strictly commercial character, do not interfere with the plans and execution of the works, which are controlled only by the Enclosure Commissioners.

The improvements authorised comprise drainage, irrigation, warping embanking, enclosing, clearing, reclaiming, planting, erecting, and improving farm-houses, and buildings for farm purposes, farm roads, jetties steam-engines, water-wheels, tanks, pipes, &c.

Owners in fee may effect improvements on their estates without incurring the expense and personal responsibilities incident to mortgages, and without regard to the amount of existing incumbrances. Proprietors may apply jointly for the execution of improvements mutually beneficial, such as a common outfall, roads through the district, water-power, &c.

For further information, and for forms of application, apply to the Hon. WILLIAM NAPIER, Managing Director, 2, Old Palace-yard, Westminster.

SLACK'S SILVER ELECTRO PLATE is a coating of pure Silver over Nickel. A combination of two metals possessing such valuable properties renders it in appearance and wear equal to Sterling Silver.

	Fiddle Pattern. £ s. d.	Thread. £ s. d.	King's. £ s. d.
Table Forks, per doz	1 10 0 and 1 18 0	2 8 0	3 0 0
Dessert ditto	1 0 0 and 1 10 0	1 15 0	2 2 0
Table Spoons	1 10 0 and 1 18 0	2 8 0	3 0 0
Dessert ditto	1 0 0 and 1 10 0	1 15 0	2 2 0
Tea Spoons	0 12 0 and 0 18 0	1 3 6	1 10 0

Every Article for the Table as in Silver.—A Sample Tea Spoon forwarded on receipt of 20 stamps.

SLACK'S FENDER AND FIRE-IRON WAREHOUSE is the MOST ECONOMICAL, consistent with good quality.—Iron Fenders, 3s. 6d.; Bronzed ditto, 8s. 6d., with standards; superior Drawing-room ditto, 14s. 6d. to 50s.; Fire Irons, 2s. 6d. to 20s. Patent Dish Covers, with handles to take off, 18s. set of six. Table Knives and Forks, 8s. per dozen. Roasting Jacks, complete, 7s. 6d. Tea-trays, 6s. 6d. set of three; elegant Papier Machié ditto, 25s. the set. Teapots, with plated knob, 5s. 6d.; Coal Scuttles, 2s. 6d. A set of Kitchen Utensils for cottage, £3. Slack's Cutlery has been celebrated for 50 years. Ivory Table Knives, 14s., 16s., and 18s. per dozen. White Bone Knives and Forks, 8s. 9d. and 12s.; Black Horn ditto, 8s. and 10s. All warranted.

As the limits of an advertisement will not allow of a detailed list, purchasers are requested to send for their Catalogue, with 350 drawings, and prices of Electro Plate, Warranted Table Cutlery, Furnishing Ironmongery, &c. May be had gratis or post free. Every article marked in plain figures at the same low prices for which their establishment has been celebrated for nearly 50 years. Orders above £2 delivered carriage free per rail.

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Opposite Somerset House.

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OFFICE AND HOUSEHOLD FURNITURE of every description. Fire Proof Safes, all second Hand, by the most eminent makers, continually on sale. The largest stock in London at L. SOLOMON'S 10, Water-lane, Blackfriars, facing Apothecaries' Hall. Established 1832.

MR. HOWARD, Surgeon Dentist, 52, Fleet-street, has introduced an entirely new description of ARTIFICIAL TEETH, fixed without springs, wires, or ligatures. They so perfectly resemble the natural teeth as not to be distinguished from the originals by the closest observer; they will never change colour or decay, and will be found superior to any teeth ever before used. This method does not require the extraction of roots, or any painful operation, will support and preserve teeth that are loose, and is guaranteed to restore articulation and mastication. Decayed teeth stopped, and rendered sound and useful in mastication.

52, Fleet-street. At home from 10 till 5.

HOLLOWAY'S PILLS. — Sallow Complexion, Weariness, Loss of Appetite, Impaired Digestion, and Depression of Spirits, which foreshow the coming of disorders of the Liver, should be vigorously met by an efficient regulator of that organ, such as Holloway's Pills. They address themselves directly to the particular cause of irregularity, remove it, and the functions subside again into order. The sallowness often seen on the delicate youth of both sexes, especially when growing fast, may be chased away by occasional doses of these pills, without the weakness and enervation resulting from mineral medicines. They purify the blood, and so regulate its circulation that the alternate paleness and flushings of the face are banished, healthful energy supplants the lassitude, and the flesh gains firmness.